
A

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**EXCEL CHARTER ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

EXCEL CHARTER ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2012**

GENERAL INDEX

Contract Schedules

- Schedule 1: University Board Resolutions
 - Method of Selection Resolution, dated May 1, 2012
 - Authorization Resolution, dated May 1, 2012
- Schedule 2: Articles of Incorporation
- Schedule 3: Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information To Be Provided By Academy and Educational Management Company
- Schedule 7: Academy Specific Information & Educational Program
 - Schedule 7-1: Educational Goals and Programs
 - Schedule 7-2: Curriculum
 - Schedule 7-3: Staff Responsibilities
 - Schedule 7-4: Methods of Accountability and Pupil Assessment
 - Schedule 7-5: Academy's Admission Policies and Criteria
 - Schedule 7-6: School Calendar and School Day Schedule
 - Schedule 7-7: Age/Grade Range of Pupils Enrolled
 - Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section

Section 1.1	Certain Definitions.....	1
Section 1.2	Schedules	3
Section 1.3	Statutory Definitions.....	3
Section 1.4	Application.....	3
Section 1.5	Conflicting Contract Provisions.....	3

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1	University Board Resolutions	4
Section 2.2	Method for Monitoring Academy's Compliance With Applicable Law and Performance of its Targeted Educational Outcomes.....	4
Section 2.3	University Board Administrative Fee	5
Section 2.4	University Board as Fiscal Agent for the Academy	5
Section 2.5	Authorization of Employment	5
Section 2.6	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University	6
Section 2.7	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University	6
Section 2.8	Authorizing Body Contract Authorization Process	6

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1	Governmental Agency or Entity and Political Subdivision.....	7
Section 3.2	Other Permitted Activities	7

ARTICLE IV

PURPOSE

Section 4.1	Academy's Purpose	7
-------------	-------------------------	---

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1	Articles of Incorporation.....	7
Section 5.2	Bylaws.....	7

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1	Governance Structure.....	8
Section 6.2	Contributions and Fund Raising	8
Section 6.3	Educational Goals and Programs	8
Section 6.4	Curriculum	8
Section 6.5	Methods of Accountability	8
Section 6.6	Staff Responsibilities	9
Section 6.7	Admission Policy	9
Section 6.8	School Calendar/School Day Schedule	9
Section 6.9	Age/Grade Range of Pupils Enrolled.....	9
Section 6.10	Annual Financial Audit.....	9
Section 6.11	Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations.....	9
Section 6.12	Accounting Standards	10
Section 6.13	Placement of University Student Interns	10
Section 6.14	Disqualified Organizational or Contractual Affiliations.....	10
Section 6.15	Matriculation Agreements	11
Section 6.16	Posting of Adequate Yearly Progress (AYP) and Accreditation Status	11

ARTICLE VII

TUITION PROHIBITED

Section 7.1	Tuition Prohibited: Fees and Expenses.....	11
-------------	--	----

ARTICLE VIII

COMPLIANCE WITH PART 6A OF CODE AND OTHER LAWS

Section 8.1	Compliance with Part 6a of Code	11
Section 8.2	Compliance with State School Aid Act	11
Section 8.3	Open Meetings Act	11
Section 8.4	Freedom of Information Act	11
Section 8.5	Public Employees Relations Act.....	12
Section 8.6	Prevailing Wage on State Contracts	12
Section 8.7	Uniform Budgeting and Accounting Act.....	12
Section 8.8	Revised Municipal Finance Act of 2001	12
Section 8.9	Non-discrimination	12

Section 8.10	Other State Laws.....	12
Section 8.11	Federal Laws.....	12

ARTICLE IX

AMENDMENT

Section 9.1	Process for Amending the Contract.....	12
Section 9.2	Process for Amending Academy Articles of Incorporation.....	13
Section 9.3	Process for Amending Academy Bylaws	13
Section 9.4	Change in Existing Law.....	13

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1	Grounds and Procedures for Academy Termination of Contract	13
Section 10.2	Termination by University Board	14
Section 10.3	Contract Suspension.....	15
Section 10.4	Statutory Grounds for Revocation	15
Section 10.5	Other Grounds for University Board Revocation	16
Section 10.6	University Board Procedures for Revoking Contract	17
Section 10.7	Automatic Revocation by State of Michigan.....	19
Section 10.8	Material Breach of Contract.....	20
Section 10.9	Appointment of Conservator/Trustee	20

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1	Grand Valley State University Faculty Employment in the Academy	21
Section 11.2	The Academy Faculty Appointment to Grand Valley State University Faculty.....	21
Section 11.3	Student Conduct and Discipline.....	21
Section 11.4	Insurance	21
Section 11.5	Transportation	22
Section 11.6	Extracurricular Activities and Interscholastic Sports	22
Section 11.7	Legal Liabilities and Covenants Not to Sue	22
Section 11.8	Lease or Deed for Proposed Single Site(s)	23
Section 11.9	Occupancy and Safety Certificates	23
Section 11.10	Deposit of Public Funds by the Academy.....	23
Section 11.11	Educational Service Provider Agreements	23
Section 11.12	Required Provisions for Educational Service Provider Agreements	23
Section 11.13	Incompatible Public Offices and Conflicts of Interest Statutes	24
Section 11.14	Certain Familial Relationships Prohibited.....	25
Section 11.15	Dual Employment Positions Prohibited.....	25

Section 11.16	Oath of Public Office	25
Section 11.17	Information Available to the Public and University	25
Section 11.18	Authorizing Body Invitation to Apply to Convert Academy to School of Excellence	25

ARTICLE XIII

GENERAL TERMS

Section 12.1	Notices	26
Section 12.2	Severability	26
Section 12.3	Successors and Assigns.....	26
Section 12.4	Entire Contract.....	26
Section 12.5	Assignment	26
Section 12.6	Non-Waiver.....	27
Section 12.7	Indemnification	27
Section 12.8	Construction.....	27
Section 12.9	Force Majeure	27
Section 12.10	No Third Party Rights.....	27
Section 12.11	Non-agency	27
Section 12.12	Governing Law	28
Section 12.13	Counterparts.....	28
Section 12.14	Term of Contract.....	28
Section 12.15	Survival of Provisions.....	29
Section 12.16	Termination of Responsibilities.....	29
Section 12.17	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	29

[INTENTIONALLY LEFT BLANK]

Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Excel Charter Academy (the “Academy”), to be effective July 1, 2012, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that

has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.

- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections

shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools

Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Twelfth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the

Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate

a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President

the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Restated Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Restated Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy

Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management

agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a

recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice includes all of the Academy’s existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State’s Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in the State’s Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy’s redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board’s decision.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation insurance (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000); if the Academy has no employees or leases employees, it must carry Workers’ Compensation insurance (statutory limits) on an “if any” basis including Employers’ Liability limits of one million dollars (\$1,000,000).
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University’s insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy

Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand

Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy:

Board President
Excel Charter Academy
4201 Breton Avenue SE
Grand Rapids, MI 49512

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior

application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2012, and shall remain in full force and effect for seven (7) years until June 30, 2019, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2019, if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval

from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2012, then this Contract is automatically terminated without further action of the parties

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: _____


University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

EXCEL CHARTER ACADEMY

By: _____


Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 27, 2012:

Reauthorization of 6a Charter Contract - Excel Charter Academy, Grand
Rapids (7 years)

The following resolution is proposed:

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on June 1, 1995, authorized the issuance of a contract to charter a public school academy to Excel Charter Academy (the "Academy") with an effective date of August 2, 1995; and


WHEREAS, the University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy; and

WHEREAS, the University President's designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2012, and ending June 30, 2019;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 1st day of May 2012.



Teri L. Losey, Secretary
Board of Trustees

Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)

Danielle A. Phillips

3850 Broadmoor Ave. SE
Suite 201

Grand Rapids MI 49512

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6a of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

The present name of the corporation is: Excel Charter Academy.

The corporation identification number (CID) assigned by the Bureau is: 736-355.

The corporation also operates under the assumed name of Grand River Preparatory High School.

The date of filing the original Articles of Incorporation was: August 3, 1995. Restated Articles were filed on May 30, 2000.

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is: Excel Charter Academy.

The authorizing body for the corporation is: Grand Valley State University Board of Trustees ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

ARTICLE II

The purpose or purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6a of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

1. The corporation is organized on a non-stock basis.
2. The value of assets which the corporation possesses is:
 - a. Real Property: \$0.
 - b. Personal Property: \$18,392.65 as of April 1, 2012.
3. The corporation is to be financed under the following general plan:
 - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
 - b. Federal funds.
 - c. Donations.
 - d. Fees and charges permitted to be charged by schools of excellence.
 - e. Other funds lawfully received.
4. The corporation is organized on a Directorship basis.

ARTICLE IV

The address of the registered office is 1700 Tammarron Ave. SE, Grand Rapids, MI 49546. The mailing address of the registered office is the same. The name of the resident agent at the registered office is Candace Sorensen.

ARTICLE V

The name and address of the incorporator is as follows:

J.C. Huizenga
989 Spaulding Avenue SE
Grand Rapids, MI 49546

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**

- a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The

Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. **Exigent Appointments:** When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. **Length of Term; Removal:** An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member’s

service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Restated Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

ARTICLE XI

The Academy Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE XII

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;

- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIV

The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted by the Academy Board on this 17th day of April, 2012, in an open and public meeting. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation. The necessary number of votes were cast in favor of these Restated Articles of Incorporation. They shall become effective upon filing.

Signed this 17th day of April, 2012

By



Andy DeVries, Board President
Excel Charter Academy

CONTRACT SCHEDULE 3

BYLAWS

TABLE OF CONTENTS

BYLAWS

	<u>Page</u>
Article I. Name of PSA	1
Article II. Form of Academy	1
Article III. Offices	1
1. Principal Office	1
2. Registered Office	1
Article IV. Board of Directors	1
1. General Powers	1
2. Method of Selection and Appointment	2
3. Compensation	4
Article V. Meetings	4
1. Regular Meetings	4
2. Special Meetings	5
3. Notice; Waiver	5
4. Open Meetings Act	5
5. Presumption of Assent	5
Article VI. Committees	5
1. Committees	5
Article VII. Officers of the Board	6
1. Number	6
2. Election and Term of Office	6
3. Removal	6
4. Vacancies	6
5. President	6
6. Vice-President	6
7. Secretary	6
8. Treasurer	7
9. Assistants and Acting Officers	7
10. Salaries	7
11. Filling More Than One Office	7

	<u>Page</u>
Article VIII. Contracts, Loans, Checks and Deposits; Special Corporate Acts.....	7
1. Contracts	7
2. Loans.....	8
3. Checks, Drafts, etc.	8
4. Deposits.....	8
5. Voting of Securities Owned by this Corporation.....	8
6. Contracts Between Corporation and Related Persons	8
Article IX. Indemnification	9
Article X. Fiscal Year, Budget and Uniform Budgeting and Accounting	9
Article XI. Seal.....	9
Article XII. Amendments	9
Certification	10

BYLAWS
OF
EXCEL CHARTER ACADEMY

ARTICLE I
NAME

This organization shall be called Excel Charter Academy (the “Academy” or the “corporation”).

ARTICLE II
FORM OF ACADEMY

The Academy is organized as a non-profit, non-stock, directorship corporation.

ARTICLE III
OFFICES

Section 1. Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy shall be 1700 Tammarron Ave. SE, Grand Rapids, Michigan 49546. It must be located in the State of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors (“Academy Board”). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6a of the Revised School Code (“Code”). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. Nomination and appointment to the Academy Board shall be handled in the following manner:

1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees (“Board of Trustees”), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy’s Board for cause.
5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing.
6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member resigns, dies, is removed from office, is convicted of a felony, ceases to be qualified or is incapacitated.
7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V

MEETINGS

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of May each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, mailed, emailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, faxed or emailed by the Director to the President, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, and Treasurer.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No impose any liability on the University, its contract entered into, by or on behalf of the Academy Board shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI

SEAL

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE XII

AMENDMENTS

Provided the Academy Board submits proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal have been given in accordance with the notice

requirements for special meetings. If the proposed changes to the Bylaws are consistent with Applicable Law and the charter contract, the amendment shall be automatically incorporated into the charter contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Amended Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 17th day of April, 2012.


Board Secretary

SCHEDULE 4

FISCAL AGENT AGREEMENT

FISCAL AGENT AGREEMENT

This Agreement is made as of August 1995, and shall have an effective date of August 2, 1995, by and among Grand Valley State University Board of Control ("University Board"), an authorizing body as defined by the School Code of 1976 as amended, (the "Code"), the State of Michigan (the "State") and the Board of Directors of Excel Charter Academy ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the University Board and the Academy are entering into a Contract to Charter a Public School Academy dated August, 1995 (the "Contract"), and

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. **Definitions.** Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement executed by the University Board, the Treasurer of the State of Michigan and the Academy.

"Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into August, 1995.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board may act as fiscal agent.

"State School Aid Payment" means any payment of money the Academy receives from the school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution or under the School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of School Aid Funds. The University Board is the Fiscal Agent for the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. The Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable state board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The Fiscal Agent's duties under this Agreement are separate from the University Board's duties outlined in the Contract executed by the University Board and the Academy and dated as of August, 1995.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent or by electronic funds transfer into an account specified by the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. An Academy may expend funds from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of June 30, 1995, and annually thereafter, a written report dated as of June 30 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds for which the University Board acted as Fiscal Agent under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation on Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any omission or action taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, omission or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notice. Any notice, authorization, request, or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when mailed by regular first class mail and addressed as follows:

To the Academy: Mark A. DeHaan
Excel Charter Academy
1007 Parchment Drive SE
Grand Rapids, MI 49545

To the Fiscal Agent: J. Patrick Sandro
Grand Valley State University Board of Control
Special Assistant to the President
119 AuSable Hall
Allendale, Michigan 49401

To the State: State Treasurer
Treasury Building
430 W. Allegan Street
Lansing, Michigan 48922

A United States Post Office registered or certified mail receipt or overnight courier receipt showing delivery of such documents shall be conclusive evidence of the date and fact of delivery. Any party to this Agreement may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice of the change.

Section 7.02. Termination of Responsibilities. Upon the taking of all the actions as described in this Agreement by the Fiscal Agent or upon the expiration, termination, suspension or revocation of the Academy's Contract with the University Board, the Fiscal Agent shall have no further obligations or responsibilities under this Agreement to the Academy or any other person or persons in connection with this Agreement and this Agreement shall be discharged.

Section 7.03. Binding Agreement. This Agreement shall be binding upon the Fiscal Agent, the State, and the Academy and their respective successors and legal representatives and shall inure solely to the benefit of the Academy, the Fiscal Agent and the State and their respective successors and legal representatives.

Section 7.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained in this Agreement.

Section 7.05. Michigan Law Governs. This Agreement shall be governed exclusively by the provisions of this Agreement and by the applicable laws of the State of Michigan.

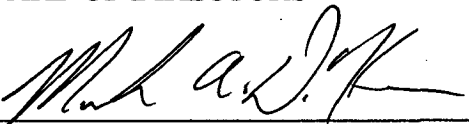
Section 7.06. Amendment. This Agreement is made for the benefit of the Fiscal Agent, the Academy and the State and it may be altered or amended in writing only if the University and the Academy have followed the procedures set forth in Section 8.1 of Article VIII of the Contract and only upon approval of the Academy, the University Board and the State. However, if the Code is amended after the effective date of this Agreement in a manner which alters the responsibilities or duties of the Fiscal Agent under the Code, the responsibilities and duties of the Fiscal Agent shall be so altered automatically as of the effective date of such amendment to the Code.

Section 7.07. Term of Agreement. The term of this Agreement shall coincide with the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year indicated herein.

ACADEMY:

EXCEL CHARTER ACADEMY
BOARD OF DIRECTORS



By: Mark A. DeHaan

Title: Chairman

Date: 8/7/95

AUTHORIZING BODY:

GRAND VALLEY STATE UNIVERSITY
BOARD OF CONTROL




By: Judith S. Hooker

Title: Chair

Date: 8/2/95

STATE OF MICHIGAN:

By: 

Nick A. Khouri
Title: Chief Deputy Treasurer

Date: April 23, 1996

SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2012 – June 30, 2013

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 2	Board Adopted 2012-2013 School Calendar/School Day Schedule.	CSO
July 2	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2012-2013.	CSO
July 2	Copy of Notice of Public Hearing for Annual Operating Budget for 2012-2013.	CSO
July 2	Copy of Parent Satisfaction Survey and Results from 2011-2012, if applicable.	CSO
July 5	Anti-Bullying Policy, in accordance with Matt's Safe School Law	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2011-2012 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 1	Annual Organizational Meeting Minutes for 2012-2013.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2012-2013.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2012-2013.	CSO
August 1	Board Designated Legal Counsel for 2012-2013.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2012-2013.	CSO
August 31	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2012-2013.	CSO
September 4	Board approved Student Handbook 2012-2013.	CSO
September 4	Board approved Employee Handbook 2012-2013.	CSO
September 4	Copy of School Improvement Plan covering 2012-2013 academic year.	CSO
October 1	Completed PSA and ESP/MC Insurance Questionnaires. Required forms available at www.gvsucso.org .	CSO
October 1	Annual Nonprofit Corporation Information Update for 2012.	CSO
October 12	Audited Financial Statements for fiscal year ending June 30, 2012. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
October 12	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2012, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 12	Annual A-133 Single Audit for year ending June 30, 2012 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2012 Enrollment and Attendance for 1 st & 2 nd Year PSAs only. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 12	Annual Education Report for the 2011-2012 academic year to be submitted and presented at a public meeting.	CSO
October 29	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 3	Academy's Technology Plan covering 2012-2013 or annual updates thereto.	CSO
January 7	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2012-13 signed by a representative of the Academy.	CSO
January 31	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 31	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsucso.org .	CSO
April 19	DS-4168-B District Report of Planned Number of Days and Clock Hours of Pupil Instruction for 2012-2013 (See MDE website www.michigan.gov/mde for MDE due date).	CSO
April 26	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2013-2014.	CSO
June 3	Certificate of Boiler Inspection covering years 2012-2013	CSO
June 28	Board Approved Amended Budget for 2012-2013 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 28	2012-2013 Log of emergency drills, including date, time and results. Sample form available at www.gvsucso.org .	CSO
June 28	Board adopted Letter of Engagement for year ending June 30, 2013 independent financial audit.	CSO
June 28	Food service license expiring 04/30/2014.	CSO

Ongoing Reporting Requirements July 1, 2012 – June 30, 2032

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements July 1, 2012 – June 30, 2013

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2012 – June 30, 2013

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
September 28	Student Count Day for State Aid F.T.E.	No submission required.
September 30	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October 3	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October 3	Certification of Constitutionally Protected Prayer	MDE
October 7	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
Feb 6	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a) of the Terms and Conditions:

1. Contract;
2. Copies of the executed Constitutional Oath of public office form for each serving Director;
3. List of currently serving Directors with name, address, and term of office;
4. Academy Board meeting calendar;
5. Copy of public notice for all Academy Board meetings;
6. Academy Board meeting agendas;
7. Academy Board meeting minutes;
8. Academy Board approved budget and amendments to budget;
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board;
10. Quarterly financial reports submitted to the University Charter Schools Office;
11. Curriculum documents and other educational materials submitted to the University Charter Schools Office;
12. Copy of school improvement plan (if required);
13. Copies of facility leases or deeds, mortgages, modular leases and/or deeds;
14. Equipment leases;
15. Proof of ownership for Academy owned vehicles and portable buildings;
16. Academy Board approved management contract with Educational Service Provider;
17. Academy Board approved service contract(s);
18. Office of Fire Safety certificate of occupancy for all Academy facilities;
19. MDE letter of continuous use (if required);
20. Local County Health Department food service permit (if required);

21. Asbestos inspection report and asbestos management plan (if required);
22. Boiler inspection certificate and lead based paint survey (if required);
23. Phase 1 environmental report (if required);
24. List of current Academy staff with their individual compensation as submitted to the Registry of Educational Personnel;
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff;
26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators;
27. Academy Board approved policies;
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit;
29. Proof of insurance as required by the Contract;
30. Any other information specifically required under Public Act 277 of 2011.

B. The following information is specifically included within the types of information available to the Academy by the ESP (if any) in accordance with section 11.17(b) of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

MANAGEMENT AGREEMENT

This Management Agreement is made and entered into as of the 7th day of December, 1995, by and between **Educational Development Corporation, Inc.**, a Michigan corporation ("EDC"), and **Excel Charter Academy**, a body corporate and public school academy (the "Academy").

RECITALS

The Academy is a charter school, organized as a public school academy under the Michigan School Code (the "Code"). The Academy has been granted a contract (the "Contract") by the Board of Trustees of Grand Valley State University ("GVSU") to organize and operate a public school academy, with GVSU as the authorizing body.

The principal of EDC was instrumental in the creation of the Academy, having incorporated the Academy, recruited its initial Board of Directors (the "Board"), prepared the application with GVSU for the Contract (the "Application"), and prepared the curriculum and related documents submitted with the Application and essential for the operation of the Academy.

The Academy and EDC desire to create an enduring educational partnership, whereby the Academy and EDC will work together to bring educational excellence and innovation to the Grand Rapids metropolitan area, based on EDC's school design, comprehensive educational program and management principles.

In order to facilitate the commencement of school for the 1995-1996 school year and the continuation of school indefinitely thereafter, and to implement an innovative educational program at the school, the parties desire to establish this arrangement for the management and operation of the Academy.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. **Authority.** The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational management services. The Academy further represents that it has been granted the Contract by GVSU to organize and operate a public school academy. The Academy is therefore authorized by GVSU to supervise and control such academy, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.

B. **Contract.** The Academy hereby contracts with EDC, to the extent permitted by law, for the provision of all labor, materials, equipment and supervision necessary for the

provision of educational services to students, and the management, operation and maintenance of the Academy in accordance with the educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Board of the Academy and included in the Contract between the Academy and GVSU.

C. Status of the Parties. EDC is a for-profit Michigan corporation, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of EDC. The relationship between EDC and the Academy is based solely on the terms of this Agreement, and the terms of any other written agreements between EDC and the Academy.

ARTICLE II

TERM

A. Term. This Agreement shall be effective as of August 1, 1995 and unless otherwise renewed or terminated pursuant to this Agreement shall end on June 30, 2000. The first academic year of this Agreement shall be from September 1, 1995 to June 30, 1996, and each academic year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Renewal. This Agreement shall automatically renew for an additional term of one year, and from year to year thereafter, unless written notice of intent to terminate or re-negotiate is given by either party not less than 60 days prior to June 30th of the fifth year of the agreement, or to any subsequent June 30th if the agreement has been renewed.

ARTICLE III

FUNCTIONS OF EDC

A. Responsibility. EDC shall be responsible and accountable to the Board for the administration, operation and performance of the Academy. Services which EDC shall be responsible to provide during academic year 1995-1996 are described on Exhibit "A" attached hereto. EDC's responsibility is expressly limited by: (i) the budget EDC and the Academy agree upon pursuant to the terms of this Agreement, and (ii) the availability of state funding to pay for said services. Neither EDC nor the Academy shall be required to expend Academy funds on services in excess of the amount set forth in the Academy budget. EDC shall not be obligated to provide any services under this Agreement unless a minimum of (i) 120 students are enrolled prior to the opening day of any respective Academy school year, and (ii) 20 students are enrolled in grades kindergarten through 5th, respectively.

B. Educational Program. The educational program and program of instruction provided by EDC at the Academy has been described in detail in the Application (the "Educational Program"). The Educational Program has been reviewed and approved by the

Board, and by unanimous resolution of the Board adopted for use at the Academy. The Educational Program may be adapted and modified by EDC from time to time, it being understood that an essential principal of this Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and EDC are interested in results and not in inflexible prescriptions. Any substantial adaptation or modification of the Educational Program shall be subject to the prior approval of the Board, and if required under the Contract, by GVSU.

C. Specific Functions. EDC shall be responsible for all of the management, operation, administration, and education at the Academy. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs (EDC may at its discretion use the Academy's tax exempt and tax identification number in contracts with the Academy for these purchases, or alternatively provide said items in its own name). Assets provided, or caused to be provided, to the Academy by EDC shall remain the property of EDC or the providing entity unless agreed in writing to the contrary.

2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI.

3. Control, maintenance and operation of the school building, which the Board shall lease or otherwise provide to EDC, and the installation of technology integral to the school design.

4. All aspects of the business administration of the Academy.

5. Transportation and food service, if any is provided, for the Academy.

6. Any other function necessary or expedient for the administration of the Academy.

D. Subcontracts. EDC reserves the right to subcontract any and all aspects of all services it agrees to provide to the Academy, including, but not limited to transportation and/or food service. However, EDC shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board.

E. Place of Performance. EDC reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.

F. Student Recruitment. EDC and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

G. Due Process Hearings. EDC shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations. The Academy shall retain the right to provide due process as required by law.

H. Legal Requirements. EDC shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived, but the Academy shall interpret state and local regulations liberally to give EDC flexibility and freedom to implement its educational and management programs.

I. Rules & Procedures. EDC shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy.

J. School Year and School Day. The school year and the school day shall be as provided in the Application for the Contract submitted to and approved by GVSU.

K. Reporting/Authority. EDC shall be responsible for and accountable to the Board for student academic performance and the performance of EDC's responsibilities as set forth herein. EDC shall provide information to the Board on a quarterly basis to enable the Board to reasonably monitor the students' academic performance and EDC's performance under this Agreement. EDC shall also have all authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law. If such cases occur, the Academy shall be responsible for providing appropriate guidance to EDC.

L. Start-up Funds. EDC may in its discretion advance to the Academy and/or incur on behalf of the Academy reasonable start-up funds, including by way of illustration and not as a limitation, funds for administration and teachers' salaries, legal fees, development of a curriculum, technology system and school operations plan, recruiting, marketing, selecting and pre-service training of staff members, and cleaning, fixing, and equipping the Academy building and related facilities. The repayment of funds so advanced shall be as set forth in Article V of this Agreement.

M. Unusual Events. EDC agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Academy in complying with its responsibilities hereunder.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. **Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of EDC, including but not limited to, EDC's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets, subject to constraints of law and requirements of the Contract with GVSU. The Board shall retain the authority, as provided in Section 1300 of the Code, to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or enroute to and from the Academy. The Board shall further retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment.

B. **Assistance to EDC.** The Academy shall cooperate with EDC in furnishing all information and submitting all forms and reports required in association with this Agreement. The Academy shall timely furnish EDC all documents and records necessary for EDC to properly perform its responsibilities under this Agreement.

C. **Unusual Events.** The Academy agrees to timely notify EDC of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect EDC in complying with its responsibilities hereunder.

D. **EDC Office Space.** For the term of this Agreement, suitable office space shall be provided at the Academy without cost for EDC personnel and subcontractors. The office space shall be used by EDC only for EDC activities related to the Academy.

ARTICLE V

FINANCIAL ARRANGEMENTS

A. **Compensation for Services.**

1. For the term of this Agreement, the Board shall pay EDC an annual capitation fee, based upon the per pupil expenditures (PPE) that the Board receives from all sources for the particular students enrolled in the Academy, less the amount payable by the Academy to GVSU for oversight of the Academy's charter. The PPE shall change according to overall changes in the student allocations by the State of Michigan. For the Academy's 1995-96 school year, EDC shall receive as compensation for its services ninety-eight percent (98%) of the Academy's net PPE (after deducting the amount payable to GVSU by the Academy for the Academy's charter) as its annual capitation fee.

2. From the proceeds received, it is intended that EDC shall have sufficient funds and shall pay (i) all costs of the services and educational programs which EDC provides to

the Academy pursuant to this Agreement in accordance with the terms of the budget, (ii) Academy expenses which are reflected on the budget or which have been mutually agreed upon by EDC and the Academy in advance, and (iii) leasehold and other obligations incurred by the Academy under the terms of its real property lease, inclusive of capital improvements and repairs as agreed to by EDC and the Board. The balance of the proceeds, if any, shall belong to and be the property of EDC. Subject to the budget and the mutual agreement between the Academy and EDC as to the nature of the expense, and the actual amounts and terms, the type of Academy expenses which shall be paid out of the annual capitation fee by EDC shall include, but not be limited to, land contract payments, lease payments, advances made to the Academy by EDC pursuant to this Agreement, reasonable amounts to cover the cost of insurance premiums to provide public officers' and directors' liability and/or fiduciary insurance, public liability insurance; and fees for auditing or legal services as the Board may require from time to time. Fees for legal services shall be exclusive of any claims, suits or allegations by or on behalf of the Academy, the Board or Board members against EDC or EDC's agents, employees, officers, directors or shareholders. It is expressly agreed that EDC is not liable to third parties for Academy expenses; rather, those Academy expenses reflected in the Academy's budget or mutually agreed to by EDC are to be paid by EDC on behalf of the Academy out of the annual capitation fee proceeds received by EDC.

B. Payment.

1. **Services.** EDC shall receive its fee for its management and operational services concurrently with receipt by the Academy of its monthly PPE funds. It is anticipated that EDC will be paid monthly over nine months starting with October and ending with June. The exact date of each monthly payment, and the amount of each monthly payment, may vary depending upon the timing and the amount of the funds received each month by the Academy.

2. **Advances.** Unless otherwise agreed to in writing by EDC and the Academy, all advances made by EDC to or on behalf of the Academy for procurement of services, salaries, repairs/remodeling, legal fees, start-up costs, or for any other reason other than procurement of equipment, shall be repaid in equal monthly installments, together with interest at a fixed rate equal to 2% over Old Kent Bank's prime rate in effect as of the date of the advance (or at such other rate as is mutually agreed upon between EDC and the Academy), based upon a term mutually agreed upon. However, in no event shall the term exceed the remaining term of this Agreement unless otherwise agreed to in writing by EDC. In the event that this Agreement is terminated, for any reason, any advance balance and accrued interest shall be immediately payable to EDC. To the extent permitted by law, the Academy agrees to, and hereby does, grant EDC a first security interest in all assets owned by the Academy. The pledged Academy assets shall secure the Academy's obligations to EDC under this Agreement, and all amendments and modifications hereto, whether said obligations now exist or are hereafter created. Said security interest shall continue in effect subsequent to the termination or expiration of this Agreement until such time as all obligations are satisfied in full.

C. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, EDC shall not be directly or indirectly liable to any third party for

any cost or expense incurred by the Academy and EDC shall only be required to perform its responsibilities under this Agreement to the extent that EDC has received and has available revenues to make payments required by the terms of this Agreement.

D. Other Revenue Sources. In order to supplement and enhance the state school aid payments, and improve the quality of education at the Academy, the Board and EDC shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy shall solicit and receive grants and donations consistent with the mission of the Academy;
2. The Academy and/or EDC may apply for and receive grant money, in the name of EDC or the Academy; and
3. To the extent permitted under the Code, EDC may charge fees to students for extra services such as summer and after school programs, athletics, etc., and charge non-Academy students who participate in such programs.

All funds received by EDC or the Academy from such other revenue sources shall inure to and be deemed the property of the party which solicited and/or obtained the funds except as otherwise agreed by the parties in writing.

E. Other Public School Academies. The Academy acknowledges that EDC may enter into similar management agreements with other public school academies. EDC shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy. If EDC incurs authorized reimbursable expenses on behalf of Academy and other public school academies which are incapable of precise allocation between such academies, then EDC shall allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy, or by EDC for the specific benefit of the Academy, shall be maintained in separate accounts and used solely for the Academy.

F. Financial Reporting. EDC shall provide the Board with:

1. A projected annual budget prior to opening the Academy and with a projected annual budget prior to each school year thereafter in accordance with the terms of the Academy's contract with GVSU. All budgets are subject to the approval of the Board.
2. Detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all direct expenditures for services rendered to or on behalf of the Academy, whether incurred on-site or off-site, upon request.
3. Annual audits in compliance with state law and regulations showing the manner in which funds are spent at the Academy.

4. Reports on Academy operations, finances and students performance, upon request, but not less frequently than four (4) times per year.

G. **Access to Records.** EDC shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of EDC, and retain all of said records for a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. EDC and the Academy shall maintain the proper confidentiality of personnel, students and other records as required by law. All Academy financial records retained by EDC pertaining to the Academy shall be available to either the Academy or GVSU for inspection and copying upon reasonable request.

ARTICLE VI

PERSONNEL & TRAINING

A. **Personnel Responsibility.** EDC shall have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Educational Program.

B. **School Administrator.** The accountability of EDC to the Academy is an essential foundation of this Agreement. Since the responsibility of the Academy school administrator is critical to the Academy's success, EDC shall have the authority, consistent with state law, to select and supervise each school administrator and to hold the school administrator accountable for the success of the Academy. The school administrator may be employed by the Academy or by EDC, at EDC's discretion. The duties of the school administrator, and the terms of the school administrator's employment contract, shall be determined by EDC subject to approval by the Board. The school administrator shall be accountable to EDC for the performance of the Academy, and shall work with EDC in conjunction with the operation and management of the Academy. Since the selection and performance of the school administrator is essential to the success of the Academy, the Board's failure to adopt/ratify EDC's recommendations with respect to the school administrator shall constitute a material breach of this Agreement.

C. **Teachers.** Prior to the commencement of the 1995-1996 academic year by the Academy, and from time to time thereafter, EDC shall determine the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. EDC shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. Such teachers may, in the discretion of EDC, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by EDC. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code.

D. **Support Staff.** Prior to the commencement of the 1995-1996 academic year by the Academy, and from time to time thereafter, EDC shall determine the number and the

functions of support staff required for the operation of the Academy. EDC shall provide the Academy with qualified staff to efficiently operate the Academy's school. The support staff may, in the discretion of EDC, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work at other schools managed or operated by EDC.

E. Employer of Personnel. EDC, subject to Board approval, shall select the personnel who perform services at the Academy and determine if they shall be employees of the Academy or of EDC. The parties anticipate that virtually all of the staff, other than the school administrator, will be employees of EDC, but such determination may change from time to time. Compensation of all employees of the Academy shall be paid by EDC in accordance with Article V(A)(2). For purposes of this Agreement, compensation shall include salary, fringe benefits, and state and federal tax withholdings.

F. Training. EDC shall provide training in its methods, curriculum, program, and technology, to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as EDC determines reasonable and necessary under the circumstances.

G. Educational Consultant. The Board may retain at its own expense an educational consultant to review the operations of the Academy and the performance of EDC under this Agreement. Such consultant shall be selected and retained by the Board. EDC shall cooperate with such consultant in the performance of his or her responsibilities to the Board. Notwithstanding anything contained in this Article VI or elsewhere in this Agreement to the contrary, EDC shall have no authority to select, evaluate, assign, supervise or control any consultant retained by the Board.

ARTICLE VII

ADDITIONAL PROGRAMS

A. Additional Programs. The services provided by EDC to the Academy under this Agreement consist of the Educational Program during the school year and school day, and age and grade level, as set forth in the Contract, as such school year, school day, and age and grade level may change from time to time. EDC may, in its discretion, provide additional programs, including, but not limited to, pre-kindergarten, summer school and latch-key programs. In such event, EDC may retain the full amount of any and all revenue collected from or for such additional programs, and EDC shall be responsible for the full cost of providing such additional programs.

B. Food Service and Transportation. EDC may, in its discretion, provide food service and/or transportation services to students at the Academy. In such event, EDC may retain all revenue collected from or for the food and/or transportation services, and EDC shall be responsible for the full cost of providing such services.

ARTICLE VIII

TERMINATION OF AGREEMENT

A. Termination.

1. **By EDC.** EDC may terminate this Agreement prior to the end of the terms specified in Article II in the event the Board fails to remedy a material breach within 30 days after notice from EDC. A material breach includes, but is not limited to, EDC's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement.

2. **By Academy.** The Academy may terminate this Agreement prior to the end of the terms specified in Article II in the event that EDC shall fail to remedy a material breach within 30 days after notice from the Board. Material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay Academy operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, or (iii) receipt by the Board of unsatisfactory reports from EDC or from an educational consultant retained by the Board about matters concerning EDC's performance or the performance of the staff which are not adequately corrected or explained.

3. **By Either Party.** Either party may terminate this Agreement for any reason upon giving not less than 60 days notice to the other party.

B. Termination/Expiration.

1. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the academic year following the notice of termination.

2. **Removal of personal property.** Upon termination or expiration of this Agreement, for any reason, EDC shall have the right to remove all property (i) owned, leased, guaranteed or provided by EDC, inclusive of any personal property which the Academy has the right to purchase to the extent the purchase price is not paid in full for all of the property being acquired by the Academy within ten (10) days from the effective date of termination or expiration of this Agreement, and (ii) any personal property pledged by the Academy to EDC.

3. **Future Advances/Out-of-Pocket Expenses.** Upon termination or expiration of this Agreement, for any reason, all future advances or out-of-pocket expenses paid by EDC shall be immediately repaid by the Academy unless otherwise agreed in writing by EDC.

C. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, EDC shall provide the Academy reasonable assistance for up to 90 days to assist in the transition back to a regular school program.

ARTICLE IX

PROPRIETARY INFORMATION

A. **Proprietary Information.** To the extent permitted by law, the Academy agrees that EDC shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by EDC, its employees, agents or subcontractors, or by any individual working for or supervised by EDC, which is developed during working hours or during time for which the individual is being paid. EDC shall have the sole and exclusive right to license such materials for use by other school districts, public school academies, private schools, or customers or to modify and/or sell such material to other schools and customers. During the term of this Agreement, EDC may disclose such proprietary information, including that which is currently in existence as well as that which may be created in the future. The Academy shall treat all such proprietary information as though it were a trade secret and copyrighted, and shall use efforts as may be reasonably requested by EDC so as not to disclose, publish, copy, transmit, modify, alter or utilize such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for implementation of this Agreement. The Academy shall use such efforts as may be reasonably requested by EDC to assure that no Academy personnel or agent disclose, publish, copy, transmit, modify, alter or utilize EDC's proprietary information.

B. **Required Disclosure.** The Academy shall be permitted to report any new teaching techniques or methods or significant revisions to known teaching techniques or methods to GVSU and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) and 515(3) of the Code, notwithstanding anything contained in this Article IX to the contrary.

ARTICLE X

INDEMNIFICATION

A. **Indemnification.** Each party to this Agreement does hereby indemnify and hold harmless the other, and GVSU, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the other party, (ii) any action taken or not taken by the other party, or (iii) any noncompliance or breach by the other party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such

indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree.

B. Limitations of Liabilities. The Academy shall assert all immunities and statutory limitations of liability in connection with any claims arising hereunder, and shall not waive any immunities or limitations without the prior written consent of EDC.

ARTICLE XI

INSURANCE

A. Insurance Coverage. The Academy shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, with EDC listed as an additional insured. In addition, the Academy shall maintain an umbrella liability policy of two million dollars (\$2,000,000.00) with EDC listed as an additional insured. The building and related capital facilities remain the responsibility of the Board and the Board shall cover its property with insurance. The Board shall also maintain such insurance in an amount and on such terms as are reasonably acceptable to EDC as shall be necessary to indemnify EDC as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

C. Limitations of Liabilities. The Academy shall assert all immunities and statutory limitations of liability in connection with any claims arising hereunder, and shall not waive any of such immunities or limitations without the prior written consent of EDC.

ARTICLE XII

WARRANTIES AND REPRESENTATIONS

A. Academy Warranties and Representations. The Academy represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. EDC Warranties and Representations. EDC warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. EDC will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Academy agrees to assist EDC in applying for such licenses and permits and in obtaining such approvals and consents.

C. **Mutual Warranties.** The Academy and EDC mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XIII

MISCELLANEOUS

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and EDC.

B. **Cross Default.** EDC and the Academy expressly acknowledge and agree that a default by the Academy under the terms of this Agreement, or any amendments or modifications thereto, shall constitute and be deemed a default under any other obligations of the Academy to EDC, whether evidenced by a lease, promissory note, land contract or any other instrument. Further, any default by the Academy in any other obligation of the Academy to EDC shall constitute a default by the Academy under this Agreement. In the event of a default, EDC shall be entitled to all remedies available to it under any of the agreements entered into between EDC and the Academy as well as all legal and equitable remedies available to EDC.

C. **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement under Article 6 if sufficient grounds exist as required by said Article 6.

D. **State Governing Law/Waiver of Jury Trial.** The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan. EDC and the Academy hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either EDC or the Academy against the other.

E. **Agreement in Entirety.** This Agreement (including Attachments) constitutes the entire agreement of the parties.

F. **Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal

delivery, or upon the date of postmark if sent by certified or registered mail. The address of the parties hereto for the purposes aforesaid shall be:

THE ACADEMY:

Excel Charter Academy
Attn: (School Administrator)
2428 Burton Street, S.E.
Grand Rapids, Michigan 49506
Telephone: (616) 949-9339
Facsimile: (616) 949-2992

with a copy to:

Candace L. Sorensen
1700 Tammarron, S.E.
Grand Rapids, MI 49546-9700
Telephone: (616) 682-0110
Facsimile: (616) 682-0110

EDC:

Educational Development Corporation
Attn: Mr. J.C. Huizenga
1007 Parchment Drive, S.E.
Grand Rapids, Michigan 49546
Telephone: (616) 957-9060
Facsimile: (616) 957-9002

with a copy to:

John R. Grant
McShane & Bowie, P.L.C.
1100 Campau Square Plaza
Post Office Box 360
Grand Rapids, MI 49501-0360
Telephone: (616) 732-5000
Facsimile: (616) 732-5099

GRAND VALLEY
STATE UNIVERSITY:

Grand Valley State University
Attn: J. Patrick Sandro
Special Assistant to the President for Charter Schools
119 AuSable Hall
Allendale, MI 49401

G. **Assignment.** This Agreement shall not be assigned by EDC without the prior consent in writing of the Academy (which consent shall not be unreasonably withheld) or by the Academy without the prior consent in writing of EDC (which consent shall not be unreasonably

withheld), provided that EDC may, without the consent of the Academy, delegate the performance of but not responsibility for any duties and obligations of EDC hereunder to any independent contractor, expert or professional adviser. Notwithstanding the foregoing, EDC may assign its rights and responsibilities under this Agreement, with or without the consent of the Academy, to a third person or entity provided that EDC and/or J.C. Huizenga, individually, retains for a minimum of one calendar year not less than a ten percent (10%) ownership interest in the business and/or entity to which this Agreement is signed.

H. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both the President of the Academy and authorized officer of EDC.

I. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

J. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Date: 12-27-, 1995

EDUCATIONAL DEVELOPMENT
CORPORATION

By: J.C. Huizenga
J.C. Huizenga
Its: PRESIDENT

Date: 12-27, 1995

EXCEL CHARTER ACADEMY

By: Andrew DeVries
Andrew DeVries
Its: SECRETARY

952899008-0011-CRB

AMENDMENT TO MANAGEMENT CONTRACT

THIS AMENDMENT TO MANAGEMENT CONTRACT is entered into this 5th day of September, 1996 by and between Excel Charter Academy (the "Academy"), and Educational Development Corporation ("EDC").

RECITALS

- A. The Academy is a public school academy organized under the Michigan School Code and chartered by the Board of Trustees of Grand Valley State University.
- B. The Academy entered into a Management Agreement with EDC dated December 7, 1995, (the "Contract"), whereby EDC agreed to provide certain management and operational services to the Academy.
- C. The parties hereby desire to amend the terms of the Contract in the manner set forth below.

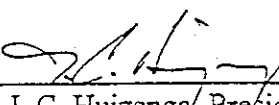
Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. **EDC Office Space.** Article IV(d) is hereby amended to provide that the Academy, in addition to the requirements of the existing subparagraph (d), shall upon EDC request provide EDC with an additional room to be used by EDC for activities related to the Academy.
2. **Financial Arrangements.** Article V(A)(1) is hereby amended to delete: "For the Academy's 1995-96 school year," from the last sentence of Article V(A)(1).
3. **Scope.** The parties hereto mutually agree that the EDC's right to receive and disburse Academy funds pursuant to the terms of the Contract, and otherwise act on behalf of the Academy's interest in accordance with the terms of the Contract, shall continue in full force and effect and not be limited to a certain academic year during the term of the Contract.
4. **Ratification.** Except as expressly modified hereby, all remaining terms of the contract shall continue in full force and effect.
5. **Effective Date.** The Amendment referenced herein shall be effective as of August 1, 1996.

EXCEL CHARTER ACADEMY

EDUCATIONAL DEVELOPMENT
CORPORATION

By: 
Andrew DeVries, Board President

By: 
J. C. Huizenga, President

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the 15 day of July, 2008, by and between **American Dream Network**, a Michigan limited liability company ("**ADN**"), and **Excel Charter Academy**, a body corporate and public school academy (the "**Academy**").

RECITALS

The Academy is a charter school organized as a public school academy under the Revised School Code (the "**Code**"). The Academy was issued a charter contract by Grand Valley State University (the "**Authorizer**") to organize and operate a public school academy consisting of grades kindergarten through eighth grade (the "**Elementary School Program**"). The Academy's Charter Application, the Charter Contract between the Academy and Authorizer, and all amendments thereto are collectively referred to as the "**Charter**".

The Academy has requested that its Charter be amended to enable the Academy to operate a high school program under the assumed name of "Grand River Preparatory High School" consisting of grades nine through twelve, beginning with grade nine the first year and adding a grade each year thereafter through twelfth grade (the "**High School Program**").

The Academy's Elementary School Program is managed and operated by National Heritage Academies, Inc. ("**NHA**").

The Academy and ADN desire to enter into this Agreement to provide for the management and operation of the High School Program.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Authority. The Academy's Board of Directors (the "**Board**") represents that it is authorized by law to contract with a private entity and for that entity to provide educational and business administration and management services. Upon amendment of the Charter by the Authorizer to permit the Academy to offer the High School Program, the Board will be vested with all powers and authority necessary under the Code to operate the High School Program.

B. Contract. Subject to the terms and conditions of this Agreement and to the extent permitted by law, the Academy hereby contracts with ADN to have ADN provide all labor, materials, equipment and supervision necessary to operate and provide educational services to the High School Program. ADN and the Academy expressly acknowledge and agree

that this Agreement shall only pertain to the High School Program and that ADN will not provide any services to, nor shall it have any responsibility for, the Elementary School Program.

C. Charter School Agreements. This Agreement shall be subject to the terms and conditions of the Academy's Charter, all of which are incorporated herein by reference. Notwithstanding the forging, the Academy acknowledges that ADN shall not be responsible to comply with any of terms and provisions of the Charter that apply only to the Elementary School Program.

D. Designation of Agents. The Board designates ADN and third party service providers retained by (if necessary to perform any of the services to be rendered by ADN pursuant to this Agreement), and their respective officers, directors and employees, agents and representatives to serve as agents of the Academy having a legitimate educational interest such that they are entitled to access to the educational records of the Academy's students in the High School Program under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA").

E. Status of the Parties. ADN is a for-profit Michigan limited liability company, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of ADN. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer - employee. Except as expressly provided in this Agreement, no agent or employee of ADN shall be deemed to be the agent or employee of the Academy. ADN shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between ADN and the Academy is based solely on the terms of this Agreement, and the terms of any other written agreements between ADN and the Academy.

ARTICLE II

TERM

A. Term. This Agreement shall be effective as of, and unless otherwise renewed or terminated pursuant to this Agreement shall continue until termination or expiration of the Charter, inclusive of any Charter renewal periods, up to a maximum of five (5) academic years. The parties acknowledge that the Authorizer, as part of any reauthorization, may require the Academy and ADN to submit an entirely new Agreement for review by the Authorizer. The first academic year of this Agreement shall be from July 1, 2008 to June 30, 2009, and each academic year thereafter shall commence on July 1 and end on June 30 of the following year.

ARTICLE III

OBLIGATIONS OF ADN

A. Responsibility. ADN shall be responsible and accountable to the Board for the administration, operation and performance of the High School Program. ADN's responsibility is expressly limited by: (i) the Academy's budget for the High School Program, which shall be submitted to and approved by the Board as provided in this Agreement (the "**Budget**"), and (ii) the availability of state funding to pay for the services provided pursuant to the terms of this

Agreement. Subject to Article VI, neither ADN nor the Academy shall expend Academy funds on services for the High School Program in excess of the amount set forth in the Academy Budget for the High School Program.

B. Educational Goals and Program. Subject to the oversight of the Academy, ADN agrees to implement the educational goals and programs for the High School Program as set forth in the Academy's Charter (the "**Educational Program**"). In the event ADN reasonably determines that it is necessary to make material modifications to the Educational Program, ADN shall inform the Board of the proposed changes and obtain Board approval, and if required under the Charter, approval of the Authorizer. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. The Academy and ADN each agree that they are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, ADN will provide the Board with updated reports on progress towards implementing each of the Academy's educational goals for the High School Program as set forth in the Educational Program.

C. Specific Functions. Subject to the oversight and authority of the Board as provided herein, ADN shall be responsible for implementing the Educational Program and the management, operation, accounting and administration of the High School Program. Such functions include, but are not limited to:

1. Student recruitment and student admissions.
2. Implementation and administration of the Educational Program, including, without limitation, the acquisition of instructional materials and equipment and supplies for the High School Program as necessary to implement the Educational Program.
3. Employment of personnel and management of all personnel functions for the High School Program as set forth in Article ____ below.
4. All business administration for the High School Program.
5. All accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance, for the High School Program.
6. Transportation and food service for the High School Program to the extent such services are authorized by the Board and to the extent ADN agrees to provide such services.
7. Marketing and development costs as set forth in the Budget for the High School Program.

D. Purchases. Purchases made by ADN for the High School Program with the Academy's funds, such as non-proprietary instructional and/or curriculum materials, books, supplies, and equipment will be the property of the Academy (exclusive of capital items leased, purchased or financed by ADN with ADN compensation received under this Agreement). ADN agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by ADN at the request of the Academy.

In the event that ADN makes purchases for the High School Program on behalf of the Academy with the Academy's funds, ADN, acting on behalf of the Academy, shall comply with Section 1274 of the Code, MCL 380.1274, as if the Academy were making such purchases directly from a third party.

E. Subcontracts. ADN reserves the right to subcontract any and all aspects of all services it agrees to provide to the Academy's High School Program, including, but not limited to transportation and/or food service. However, ADN shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board.

F. Place of Performance. ADN reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the Charter or applicable law.

G. Student Recruitment. ADN and the Academy shall be jointly responsible for the recruitment of students to the High School Program. High School Program students shall be selected in accordance with the procedures set forth in the Charter and in compliance with the Code and applicable law.

H. Due Process Hearings. ADN shall provide student due process hearings for students in the High School Program in conformity with the requirements of the Academy's Charter and applicable law regarding discipline, special education, confidentiality and access to records. The Academy shall retain the right to provide due process as required by law. The provision of said services by ADN shall be limited by, and subject to, oversight by the Board.

I. Legal Requirements. ADN shall implement the Educational Program in accordance with the Charter and applicable law. To the extent allowable under the Charter and permitted by the Authorizer, the Board shall interpret all applicable federal, state and/or local laws, rules and regulations liberally to give ADN flexibility and freedom to implement its educational and management programs in the High School Program.

J. Rules and Procedures. ADN shall recommend to the Board reasonable rules, regulations and procedures applicable to the Academy for the High School Program, and ADN is authorized and directed by the Board to enforce the rules, regulations and procedures adopted by the Board.

K. School Year and School Day. The school year and the school day schedule for the High School Program shall be approved by the Board as required under the Charter.

L. Pupil Performance Standards and Evaluation. ADN shall be accountable to the Board for the academic performance of the students enrolled in the High School Program. ADN shall implement pupil performance evaluations that permit evaluation of the academic progress of each Academy student in the High School Program. ADN will utilize assessment strategies required by the terms of the Charter and applicable law. The Board and ADN will cooperate in good faith to identify academic goals and methods to assess the academic performance of each student in the High School Program.

M. Services to Disabled Students and Special Education. ADN shall provide special education services to students in the High School Program in conformity with the requirements of applicable law. ADN may subcontract as necessary and appropriate for the provision of services to students with special needs. Such services shall be provided in a manner that complies with applicable law.

N. Contract between the Academy and Authorizer. ADN will not act in a manner that causes or would cause the Academy to be in breach of its Charter.

O. Unusual Events. ADN agrees to timely notify the Board and Academy administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type, that pertain to the High School Program and that could reasonably be expected to adversely affect the Academy in complying with the Academy's responsibilities under the Charter, this Agreement or applicable law.

P. Academy Records. Academy financial, educational and student records for the High School Program (the "**Academy Records**") in the possession or control of ADN shall be made available by ADN to the Board and/or the Authorizer for review subject to FERPA and all other applicable federal and state laws. ADN may provide the Academy Records in electronic form or hard copy at the Academy High School Program site or at such other location acceptable to the parties.

Q. Public Inspection of Public Records. Subject to FERPA and all other applicable federal and state laws, Academy Records shall be made available physically or electronically to the public at the site of the High School Program for inspection and copying to the same extent that similar records of a public school are subject to inspection and copying pursuant to the Michigan Freedom of Information Act.

R. Intellectual Property Rights.

"**Educational Materials**" shall mean (without limitation) print and electronic textbooks, instructional materials, lesson plans, teacher guides, exercise, workbooks, tests and other curriculum-related materials used or intended to be used in the High School Program.

The Academy will own all proprietary rights to curriculum or Educational Materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by ADN at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials (the "**Academy Materials**").

ADN shall own all proprietary rights to, and the Academy's proprietary interest shall not include, curriculum or Educational Materials that were previously developed or copy written or similarly protected by ADN, or curriculum or Educational Materials that are developed by ADN with funds from the Academy that are not otherwise dedicated to the specific purpose of developing Academy curriculum or Educational Materials. ADN shall own all intellectual property rights, including (without limitation) any copyright rights, in and to, the Educational Program and all Educational Materials relating thereto, as well as any non-curriculum materials

created or provided by ADN in connection with, or related to, the implementation of the Educational Program, including all corrections, modifications, and derivatives thereof (collectively all of the foregoing shall be referred to as the "**ADN Materials**").

The parties acknowledge that to the extent the Academy's Materials are derivative of ADN Materials, the Academy's intellectual property ownership rights extend only to the new, original aspects of such works and not to any underlying or pre-existing material. Relevant Educational Materials and teaching techniques used by or at the School shall be subject to disclosure to the extent required under the Code and Freedom of Information Act.

ADN hereby grants to the Academy the non-exclusive, non-transferable license to use the ADN Materials in furtherance of the Educational Program during the term of this Agreement or any renewal thereof, including (without limitation) the right to reproduce, publicly display, distribute, and create derivatives of same, in hard copy format, or electronically via the Academy's intranet. To the extent any part of the Academy Materials may be derivative of ADN Materials, the Academy shall have the non-exclusive, non-transferable right to use such ADN Materials, as same may have been previously embodied or incorporated in the Academy Materials, beyond the termination or expiration of this Agreement solely in connection with the operation of the Academy and in the ordinary course of such operations. The Academy represents and warrants that during the term of this Agreement, or following the expiration or termination of this Agreement, the Academy will not exploit, or assist any third party in exploiting, the Academy Materials or any ADN Materials for commercial purposes. Subject to applicable law, inclusive of FERPA, the Academy hereby grants ADN the non-exclusive, irrevocable, worldwide, assignable right to use, distribute, modify and display the Academy Materials, solely for education purposes in any and all media now known or hereafter developed.

ADN hereby grants the Academy the non-exclusive, non-transferable license to use ADN's trade name and the trademark(s) specified in Exhibit A (the "**ADN Trademarks**") hereto to promote and advertise the High School Program. No other use of the ADN Trademarks is permitted without ADN's prior written permission. The Academy shall acquire no rights in the ADN Trademarks, and all goodwill of the ADN Trademarks shall inure to the benefit of and remain with ADN. ADN shall have pre-approval rights for each form and manner of public display of the ADN Trademarks.

S. Facility. ADN shall use reasonable efforts to secure a facility for the High School Program (the "**Facility**"). The Facility may be leased or otherwise provided to the Board on terms mutually agreeable to ADN and the Board. The Facility shall comply with the requirements of the Charter and applicable law. ADN shall also use reasonable efforts to cause the Facility to be furnished with such equipment and technology as is reasonably necessary to implement the Educational Program.

In the event that the Academy enters into a lease for the Facility, ADN agrees that it shall not by act or omission (except to the extent that its acts or omissions are in accordance with the terms of this Agreement), cause the Academy to be in breach of the Academy's obligations under the terms of the lease.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Good Faith Obligation. The Board shall be responsible for its fiscal and academic policies of the Academy. The Board shall exercise good faith in considering the recommendations of ADN, including but not limited to, ADN's recommendations concerning policies, rules, regulations and budgets for the High School Program.

B. Assistance to ADN. The Board shall cooperate with ADN and, to the extent consistent with applicable law, shall timely furnish ADN all documents and information necessary for ADN to properly perform its responsibilities under this Agreement.

C. Unusual Events. The Board agrees to timely notify ADN of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could reasonably be expected to adversely affect ADN in complying with its responsibilities hereunder.

D. ADN Office Space. Upon request by ADN, the Board shall provide ADN with suitable space at the Facility, provided: (i) the requested space is available and can be provided without materially prejudicing the Educational Program, and (ii) the requested space is used only for activities related to the High School Program. The space shall be provided at no cost to ADN.

E. Retained Authority. The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and operation of the Academy, including, without limitation, regulations relative to the conduct of pupils while in attendance at the Academy or en route to and from the Academy.

ARTICLE V

SOLICITATION OF FUNDS

ADN shall request Board approval prior to applying for any non-statutory grants, donations or contributions on behalf of the Academy. Any such funds so received may only be used in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board.

ARTICLE VI

FINANCIAL ARRANGEMENTS

A. Revenues. Except as hereinafter provided, all monies received by the Academy on account of or attributable to the Academy's High School Program shall be deposited in the Board's depository account within three (3) business days with a financial institution acceptable to the Board. Interest income earned on Academy depository accounts shall accrue to the Academy. The signatories on the Academy depository account shall solely be Academy Board

members or properly designated Academy Board employees. Except as specifically excluded by the terms of this Agreement, the term “**Revenue**” shall mean all funds received by or on behalf of the Academy attributable to or on account of the High School Program, including but not limited to:

1. Funding for public school students enrolled in the High School Program.
2. Special education funding provided by federal and/or state governments that is directly allocable to special education students enrolled in the High School Program.
3. Gifted and talented funding provided by federal and/or state governments that is directly allocable to gifted and talented students enrolled in the High School Program.
4. At-risk funding provided by federal and/or state governments that is directly allocable to at-risk students enrolled in the High School Program.
5. Funding provided by federal and/or state governments that is directly allocable to students enrolled in the High School Program with limited English proficiency.
6. All other federal and/or state grant sources for the High School Program including, but not limited to, Title I and any start up funding.
7. All other funding, contributions and donations, public or private, received and/or used by the Academy for the High School Program (except to the extent ADN is not required or involved in soliciting, administering or managing the contribution and/or donation).
8. Fees charged to students enrolled in the High School Program as permitted by law for extra services approved by the Board.

(All of the above are hereinafter collectively referred to as the “**Revenues**”).

The term “**Revenues**” as used in this Agreement shall exclude all monies received by the Academy on account of or attributable to the Academy’s Elementary School Program.

Revenues shall be expended by ADN in accordance with the Budget and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable.

B. Budget

1. **Projected Budget.** ADN shall provide the Board with an annual projected Budget for the High School Program. For the Academy’s first academic year, the Budget shall be submitted prior to the beginning of the academic year. Thereafter, the Budget shall be submitted to the Board prior to June 1st for the next academic year.

2. **Budget Detail.** The Budget shall contain detail as required by the Charter and applicable law. The Budget shall include all projected expenses and costs for the High School Program including, but not limited to, the projected cost of all services provided by ADN pursuant to the terms of this Agreement.

3. **Approval.** The Budget for the High School Program shall be prepared by ADN and presented to the Board for approval. The Budget shall be amended from time to time as deemed necessary by the Board or ADN or to comply with the Uniform Budgeting and Accounting Act.

4. **Expenditures.** ADN shall not expend the Revenues in such a way as to deviate from the provisions of the Budget for the High School Program without prior Board approval (except in emergencies, or if such expenditure is within the parameters established by the Michigan Department of Education, as amended from time to time, or where the deviation is less than the amount budgeted).

5. **Board Reserve.** Notwithstanding any other provision of this Agreement during the term of this Agreement, there shall be reserved annually in the Academy's account 2% of state per pupil aid for students enrolled in the High School Program, but not more than \$35,000.00 in accordance with the Budget. The reserve funds may be used during the year by the Board at its discretion. During each year of the Agreement, the reserve funds shall accumulate pro rata as Revenues are received during the year. Unexpended funds carry over to subsequent school years.

C. **Fee.** ADN shall receive all Revenues as its Management Fee (the "Fee"), from which it shall pay all operating costs of the High School Program identified in the Budget. ADN and the Board acknowledge that operating costs include an administrative fee of 3% of the State of Michigan school aid payment, payable to the Authorizer. It is anticipated that ADN will be paid its Fee on the same frequency that the Academy receives its Revenues. ADN shall be entitled to retain as compensation for its services rendered pursuant to this Agreement the difference, if any, between the amount of the Fee and the amount actually expended by ADN in operation and/or management of the High School Program during the Academy's fiscal year.

D. **Availability of Funds.** ADN shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget for the High School Program.

E. **Other Public School Academies.** The Academy acknowledges that ADN may enter into similar management agreements with other public school academies. ADN shall maintain separate accounts for expenses incurred by and on behalf of the Academy and other public school academies, and shall reflect in the Academy's financial records only those expenses incurred by or on behalf of the Academy. If ADN incurs authorized expenses on behalf of the Academy and other public school academies, then ADN shall allocate, to the extent permitted by law, such expenses among all such affected academies, including the Academy, on a prorated basis based upon the number of students enrolled in the high school program at such affected academies, or such other equitable basis. Upon request by the Board, ADN shall

provide the Academy with a detailed list of all allocated expenses and the basis on which such allocated expenses apply to the Academy.

F. Financial Reporting.

1. Reports. ADN shall provide the Board with:

(i) The projected annual Budget for the High School Program as required by the terms of this Agreement.

(ii) Statements of Revenues, Expenditures and Changes in Fund Balance detailing all Revenues received, and all expenditures for services rendered or expenses incurred on behalf of the Academy for the High School Program, whether incurred on-site or off-site, on a frequency determined by the Board.

(iii) Quarterly reports on the High School Program operation and the performance of students enrolled in the High School Program , or such other frequency requested by the Board.

(iv) Such other information as the Board may reasonably request to enable the Board to (i) evaluate the quality of the services provided by ADN to the Academy, and (ii) timely provide all reports and information that the Academy is required to provide pursuant to the Charter and applicable law.

2. Timing/Detail. The above-referenced reports/statements furnished to the Board for consideration at a Board meeting shall be furnished not less than five (5) days prior to the date of the Board meeting unless otherwise agreed by the Board. The level of detail contained in the reports/statements shall be as reasonably requested by the Board.

G. Financial Record Keeping. ADN shall keep accurate financial records pertaining to its operation of the High School Program, and shall retain said records according to the Charter and applicable law. ADN and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law.

H. Review of Operational Budget. The Board shall be responsible for reviewing, revising and approving the annual Budget in accordance with the Charter and applicable law.

I. Annual Audit. The Board shall select and retain an independent auditor to conduct an annual audit of the Academy's financial matters in accordance with the Academy's Charter and applicable law. Subject to applicable law, all records in the possession or control of ADN that relate to the Academy, including, but not limited to, financial records, shall be made available to the Academy's independent auditor.

J. Start-up Financing/Operating Losses. ADN will provide pre-operational funds for the High School Program for (i) the development of a high school curriculum, a technology system and an operations plan; (ii) recruiting, selecting and training of staff members for the High School Program; and (iii) cleaning, renovating (to the extent necessary) and equipping the Facility. In addition, ADN may, but need not, make contributions to the Academy in the event the High School Program expenses exceed revenues. ADN contributions, if any, shall be in amounts acceptable to ADN and the Board, and shall be included in the Budget, and may be repaid from Revenues as and when funds are available; however, the Academy shall not be legally obligated to repay ADN for any ADN contributions made to or on behalf of the Academy.

K. Other Financing. The Board may apply to ADN for financing from time to time. Financing extended by ADN to the Academy shall be separately documented. The Academy shall repay from its Revenues financing extended by ADN. Documentation of financing must be contained in a separate agreement.

ARTICLE VII

PERSONNEL & TRAINING

A. Personnel Responsibility. ADN shall select and hire qualified personnel to perform services for the Academy's High School Program. ADN shall have the responsibility and authority, subject to subparagraphs B, C and D below, to select, hire, evaluate, assign, discipline, transfer, and terminate High School Program personnel consistent with the Budget and applicable law. Personnel in the High School Program shall be employees of ADN, unless otherwise agreed by ADN and the Board. Each party shall be responsible for their respective employees. However, the compensation of all employees working at the Academy shall be included in the Budget. Upon Board request, ADN shall disclose to the Board the level of compensation and fringe benefits provided by ADN to ADN employees working at the Academy.

B. School Administrator. The accountability of ADN to the Academy is an essential foundation of this Agreement. Since the High School Program administrator (the "**Administrator**") is critical to the success of the High School Program, ADN shall have the authority, consistent with subparagraph A above, to select, supervise and discipline the Administrator, and to hold the Administrator accountable for the performance of the High School Program. ADN shall consult with the Board with respect to the hiring and termination of the Administrator. ADN shall remove the Administrator from the High School Program if the Board is reasonably dissatisfied with his or her performance. The duties of the Administrator, and the terms of the Administrator's employment, shall be determined by ADN subject to Board approval. The Administrator shall work with ADN in the operation and management of the High School Program.

C. Teachers. ADN shall, consistent with subparagraph A above, provide all of the teachers for the High School Program. The teachers provided by ADN shall be qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of ADN, work at the

Academy on a full or part time basis. If working at the Academy on a part time basis, the teacher(s) may also work at other schools managed or operated by ADN and the cost for such teacher(s) shall be shared proportionately among the schools at which the teacher(s) are working. Each teacher provided by ADN shall hold a valid teaching certificate issued by the state board of education or applicable state agency to the extent required by the Code and shall undergo a criminal background check, including criminal history check and unprofessional conduct disclosures.

D. Support Staff. ADN shall, consistent with subparagraph A above, provide qualified support staff for the High School Program as needed to operate the High School Program in an efficient manner. The support staff may, at the discretion of ADN, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work at other schools managed or operated by ADN. Support staff that provide a service for which a license is required under Michigan law, must have the appropriate license to provide at the Academy. Background checks reasonably acceptable to ADN and the Academy shall be a condition for services provided by any person who will or may be reasonably expected to have unsupervised access to and the care, custody or control of, any Academy student(s).

E. Training. ADN shall provide training in its methods, curriculum, program, and technology to all High School Program teaching personnel on a regular basis. Instructional personnel teaching in the High School program shall receive at least the minimum hours of professional development as required by the Code. Non-instructional personnel shall receive training as ADN determines reasonable and necessary under the circumstances.

F. Terms of Employment. No member of the High School Program shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with ADN for services at the Academy.

G. Limitations on Discretion. All decisions made by ADN, and any discretion exercised by ADN, in its selection, evaluation, assignment, discipline, and transfer of personnel, shall be consistent with the Budget, the parameters adopted and included in the Educational Program, and applicable law.

ARTICLE VIII

TERMINATION OF AGREEMENT

A. Termination.

1. By ADN. ADN may, at its option, terminate this Agreement prior to the end of the terms specified in Article II in the event the Board fails to remedy a material breach within 30 days after notice from ADN. A material breach includes, but is not limited to, ADN's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement, or the Academy's loss or suspension of its Charter.

2. **By Academy.** The Academy may terminate this Agreement prior to the end of the terms specified in Article II in the event that ADN shall fail to remedy a material breach within 30 days after notice from the Board. A material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay Academy operating costs in accordance with the terms of the Budget (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board that are not in violation of the Charter, this Agreement, or law, (iii) receipt by the Board of unsatisfactory reports from ADN or from an educational consultant retained by the Board about matters concerning ADN's performance or the performance of the High School Program that are not adequately corrected or explained; or (iv) if this Agreement or its implementation would serve as grounds for revocation of the Academy's Charter or would otherwise jeopardize tax exemptions or the non-profit tax status of the Academy.

3. **By Either Party.** Either party may terminate this Agreement for any reason upon giving not less than 90 days notice to the other party.

B. Termination/Expiration.

1. **Effective Date of Termination.** In the event that this Agreement is terminated by either party prior to the end of the term specified in Article II, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the then current academic year in which the notice of termination is issued.

2. **Removal of personal property.** Upon termination or expiration of this Agreement, ADN shall have the right to remove equipment and other assets owned or leased by ADN. Equipment and other assets owned by the Academy or leased by the Academy from third parties shall remain the property of the Academy.

3. **Advances/Out-of-Pocket Expenses.** Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement for any reason, all advances or out-of-pocket expenses paid by ADN in accordance with the Budget shall be immediately repaid by the Academy unless otherwise agreed in writing by ADN.

C. Transition. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, ADN may, for a fee reasonably acceptable to ADN, provide the Academy reasonable assistance for up to 90 days to assist in the transition to another administrative or structural arrangement (although ADN need not provide any assistance to another management company or service provider).

ARTICLE IX

INDEMNIFICATION

A. Indemnification. Each party to this Agreement does hereby agree to indemnify and hold the other party and the Authorizer (the "**Indemnified Party**"), harmless from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the indemnifying party, (ii) any action taken or not taken by the indemnifying

party, or (iii) any noncompliance or breach by the indemnifying party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, Indemnified Party shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree.

ARTICLE X

INSURANCE

A. Insurance Coverage. Each party shall maintain such policies of insurance, including but not limited to umbrella policies, as required by Michigan Universities Self-Insurance Corp. ("MUSIC"), the Authorizer or applicable law, with the other party listed as an additional insured. The Academy shall also maintain insurance on the Facility and related capital items leased by the Academy for the High School Program, all as required by the terms of the Academy's lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

A. Academy Warranties and Representations. The Board warrants and represents that, on behalf of and in the name of the Academy, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. ADN Warranties and Representations. ADN warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. ADN will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist ADN in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The Board, on behalf of the Academy, and ADN mutually warrant and represent to the other that (i) there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement, and (ii) each will act in good faith to enter into a three party

agreement between the Academy, ADN and NHA., whereby the parties will identify and agree to responsibility for all record keeping and reporting required by the Board, the Authorizer, and/or governmental entities with respect to the Elementary School Program and the High School Program.

D. Scope of this Agreement. The Board, on behalf of the Academy, and ADN each acknowledge and agree that the this Agreement shall pertain only to the Academy's High School Program and that ADN shall not, on account of the terms of this Agreement, have any rights, obligations or responsibilities with respect to the Academy's Elementary School Program.

ARTICLE XII

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and ADN.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

C. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of courts located in Kent County, Michigan, and be construed according to the laws of the State of Michigan without regard to conflict of law principles. ADN and the Academy hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either ADN or the Academy against the other.

D. Agreement in Entirety. This Agreement (and any attachments to this Agreement) constitutes the entire agreement of the parties.

E. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, or upon the date of delivery if given by personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the Academy shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the Board President and Board, are as follows:

The Academy:

Excel Charter Academy
Attn: President, Board of Directors
4201 Breton Avenue, S.E.
Grand Rapids, Michigan 49512
Telephone: (616) 281-9339
Facsimile: (616) 281-6707
Candace Sorensen
Attorney at Law
1700 Tammarron Ave SE
Grand Rapids, Michigan 49546
Telephone: (616) 822-7754
Facsimile: () _____

with a copy to:

ADN:

American Dream Network
Attn: Jason Pater
3755 – 36th Street, S.E., Suite 300
Grand Rapids, Michigan 49512
Telephone: (616) 957-9060
Facsimile: (616) _____

WITH A COPY TO:

McShane & Bowie
Attn: John R. Grant
1100 Campau Square Plaza
99 Monroe Ave., N.W.
Grand Rapids, Michigan 49501
Telephone: (616) 732-5000
Facsimile: (616) 732-5099

F. Assignment. ADN may assign this Agreement with the prior approval of the Board.

G. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved and signed by an authorized officer of both ADN and the Board.

H. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

I. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to ADN powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.


K. Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

L. Compliance with Charter. The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.


Date: 7/15/08, 2008

AMERICAN DREAM NETWORK, a
Michigan limited liability company

By: 
Jason Pater
Its: Manager

Date: 7-15-08, 2008

EXCEL CHARTER ACADEMY

By: 
Andrew DeVries
Its: Board President

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Standards for Schools Serving Students from Ninth to Twelfth Grade:

Standard #1: The public school academy will meet or exceed the performance of its select peer district's ACT composite or successor state test performance for all groups of pupils. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: The public school academy will not average more than one-half a standard deviation below GVSU's ACT or successor state assessment/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #3: The public school academy will meet or exceed its select peer district's four-year adjusted cohort graduation rate. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #4: The public school academy will meet or exceed its select peer district's annual percent daily attendance for all grades as recorded by the MDE. A select peer


district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Date: 5-8-12


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Exec Board of Directors at a properly noticed open meeting held on the 8 day of May, 2012, at which a quorum was present.


Board Secretary

SCHEDULE 7-2

CURRICULUM

Schedule 7-2 Curriculum

The instructional program will be driven by the learning goals established for all students through its curriculum. These learning goals encompass academic standards in the core areas of learning including English language arts, mathematics, science, and social studies, as well as other areas of learning such as the arts, music, and physical education. Because individual responsibility, integrity, personal character, and effort are important contributors to success in school and life, and because character traits such as perseverance are highly correlated with college success, character development and the teaching of virtues will be an explicit and integrated component of the curriculum. When coupled with high-quality instruction and solid curricular tools to support instruction, the curriculum will promote academic success for students, equipping them with the knowledge, understanding, and skills needed to meet or exceed the Michigan Content Standards and the Common Core State Standards.

The school's instructional program includes clear, coherent, and sequential standards, labeled Educational Objectives, for all grade levels and in all content areas. Core content area summary information is included below.

English Language Arts

Literacy, including reading and writing, is a critical component of college readiness. "Low literacy levels often prevent high school students from mastering other subjects" and struggling readers are often excluded from academically challenging courses.¹ Developing reading proficiency and strong literacy skills in elementary and middle grades is essential to ensuring that students are on a college-readiness trajectory. The English language arts (ELA) curriculum is designed to produce highly literate students who are proficient readers and strong writers. The curriculum enables students to read, comprehend, write, and respond thoughtfully to what they encounter in the classroom and the world around them through its reading, writing, speaking, listening, and viewing components.

In early grades, the curriculum emphasizes the five components of reading instruction as outlined by the National Reading Panel, including phonemic awareness, phonics, fluency, vocabulary, and text comprehension. The curriculum also helps students develop the intellectual processes needed to remember, understand, analyze, evaluate, apply, and extend the ideas they encounter while reading. Student learning is enhanced through reading a variety of fiction and nonfiction texts, including a wide range of expository/informational and literary genres. Through writing, students learn the technical skills and processes necessary to produce different types of texts, with appropriate conventions, but also learn to write creatively and critically. And through speaking, listening, and viewing, students become collaborative and reflective in their learning processes. Students who master the ELA curriculum are prepared to read for deep meaning and understanding, write and speak effectively to communicate ideas and information while using appropriate language conventions, listen actively and critically as they encounter new information and ideas, and generate new ideas based on what they encounter both inside and outside the classroom.

Beyond this, the curriculum in grades K-2 focuses on and supports the process of learning to read. Decoding, word recognition, and building vocabulary are important as students begin to develop understanding and fluency. In grades 3-5, the curriculum supports a transition from

¹ ACT, Inc., *Reading Between the Lines: What the ACT Reveals About College Readiness in Reading* (Iowa City, IA, 2006).

learning how to read to reading in order to learn; learning shifts to understanding that texts have specific purposes and reading with those purposes in mind. Students are introduced to informational text in addition to a variety of literary texts. Reliance on the basal reader decreases and additional resources like novels, newspapers, magazines, and web-based resources are used to support reading instruction. In grades 6-8, the curriculum focuses on extending reading and comprehension skills, developing deep evaluation and analysis skills and the ability to make connections within and between texts.

The language arts curriculum supports learning in language conventions, mechanics, spelling, and writing. In the earliest grades, students learn how to write words and sentences using appropriate mechanics and grammar and begin to use the writing process to convey information and narrative through written text. In middle grades, the curriculum develops in students a deeper understanding of writing through a focus on prewriting strategies, organizational formats, drafting, revising, proofreading, and publishing. The curriculum ensures that students learn to write for different purposes; writing includes narratives, stories, poems, interpretive responses, essays, and descriptive pieces. In later grades, the curriculum continues to extend students' writing skills through narrative, expository, persuasive, and technical writing, and technology enhances students' ability to write, revise, edit, and publish their work. Grammar, punctuation, spelling, and writing conventions are taught as part of language arts for students in all grades.

Mathematics

If students are to be well-equipped for college and beyond, students must be prepared through their K-8 education to take Algebra II and other advanced mathematics courses in high school. "A strong grounding in high school mathematics through Algebra II or higher correlates powerfully with access to college, graduation from college, and earning in the top quartile of income from employment."² The development of a deep understanding of mathematical concepts makes such success possible. The school's mathematics curriculum is designed to ensure that all students complete Algebra I by eighth grade, thus placing students on a college- and career-readiness trajectory. Students who successfully complete Algebra I prior to entering high school are much more likely to complete Algebra II and other more advanced mathematics prior to graduating high school, which means they will be "more than twice as likely to graduate from college" than students who don't complete it.³

The National Council for Teachers of Mathematics has recognized the importance of the study of algebra in developing mathematical fluency and has also noted the importance of the study of other mathematics components such as number sense and number operations, measurement, geometry, data analysis and probability, and problem solving. The curriculum focuses on each of these components beginning in kindergarten. Number Sense is developed through a variety of concrete models, allowing students to use the area of the brain used for the comprehension of mathematical knowledge. Students are prepared to be fluent in computation using formal algorithms and also learn essential measurement and data analysis skills. Students also learn to make connections and apply mathematical knowledge through problem solving and inquiry.

In grades K-2, algebraic awareness, number sense, and computational fluency are the main focus of students' learning. Students develop the skills necessary to progress into higher level mathematics; through open-ended problem solving, they increase their critical thinking skills and ability to see connections across mathematics as well as other subjects. In grades 3-5, learning

² National Mathematics Advisory Panel, *Foundations for Success: The Final Report of the National Mathematics Advisory Panel* (Washington, D.C.: U.S. Department of Education, 2008).

³ *Ibid.*

shifts from computation to fractional awareness. The part-to-whole relationships that are developed in these early grades lead to a deeper understanding of fractions, percents, and decimals and computation. Algebraic skills move from pattern recognition and development to the creation of equations and the use of variables. As students move into grades 6-8, the focus shifts to the study of algebra and functions. Number sense remains a critical focus area through the study of integers, rational and irrational numbers, exponents, and absolute values. Conceptual ideas are integrated through lab activities that provide exploratory opportunities for students to explicitly connect abstract ideas to concrete examples.

The mathematics curriculum also ensures that students become effective as mathematical communicators by engaging them in thinking, reading, and writing about mathematics to help them understand the foundational concepts necessary for success in more complex mathematical coursework.

Science

As the Association for the Advancement of Science and the National Council on Science explain, developing college-ready and scientifically literate students involves teaching a mixture of content knowledge, the practices and skills of scientists, and information on the nature of science. The curriculum, which includes study in Life Science, Physical Science, and Earth and Space Science, is designed to develop content knowledge about the results of scientific discoveries regarding the natural world. The teaching of practices and skills of scientists requires that students participate in the scientific process of inquiry and discovery through conducting investigations, using instruments, and applying mathematical skills that model the process used by scientists to learn about the universe. The curriculum provides students with the opportunity to participate in the scientific process, in addition to read, write, discuss and experiment with science through high level thinking and problem solving. It also ensures that students use the scientific processes and skills through lab work and investigations.

The content of the science curriculum in grades K-2 focuses scientific learning primarily through the study of events and phenomena in nature that can be observed with the five senses. Investigations at this level are modeled, simple, and structured, allowing students to write journals on their discoveries, create simple pictographs of data, and draw conclusions from observations under the direction of the teacher. The incorporation of non-fiction readers on each topic provides students the opportunity to develop grade level appropriate science vocabulary.

Building on these foundational skills, including the integration of skills from English language arts and Math, the curriculum for grades 3-5 directs students to begin exploring cause and effect connections between events (e.g., the sun rises every day and it gets warmer during the day, ergo, the sun provides heat to earth). Investigations for students in grades 3-5 are still often modeled, but they are more complex and involve more detailed measurements, use a variety of tools such as balances and microscopes, and require students to control for multiple variables. Students engage in the practices of scientists as they chart data, complete lab reports, and create graphs in order to communicate results of investigations orally and in writing while defending their conclusions.

The curriculum for students in grades 6-8 includes further exploration of cause and effect relationships while also connecting knowledge of concepts to real world examples and solidifying congruence between students' understanding of phenomena to that of the scientific community. Investigations are more student-directed, from the guiding question through the scientific procedures to the organizing, analyzing and reporting of data. Within each unit of instruction in grades 6-8, students will employ the skills of scientists as they make connections

with respect to the content of the unit using the methods of science. The scientific method is consistently integrated into content units throughout the year, and students will conduct science investigations through both closed lab investigations and through open investigations in response to the questions being raised during content studies.

Social Studies

The Social Studies curriculum ensures that students are not only prepared for high school and college, but also prepared for the rest of their lives as global citizens. According to ACT, developing students' understanding in the disciplines of history, culture, economics, and civics ensures that they are ready for college. In addition to supporting learning in these areas, the Social Studies curriculum also allows students to develop and utilize critical thinking skills by making connections, inferences, and arguments around the content and skills they are learning in these disciplines. This focus on content, skills, and critical thinking produces students who are knowledgeable in Social Studies and prepared to participate in society as informed citizens.

The curriculum emphasizes the Social Studies disciplines that will best prepare students to be intelligent members of society. Students who master the Social Studies curriculum understand how geography and economics interact in a global society. Through exposure to primary and secondary sources, students develop knowledge of our shared national and world history and are able to make connections between the past and present and between cultures and government systems that are familiar and those that are not.

Specifically, the Social Studies curriculum in grades K-2 focuses on students being able to describe basic historical events, people, and conflicts and to develop an understanding of their own culture and local community. In these early grades, students begin to become exposed to the history and cultures of places around the world to expand their knowledge beyond what is in close proximity to them. By grades 3-5, the curriculum helps students describe historical happenings in more detail while allowing them to comment on how these happenings had an impact on other historical occurrences in American and world cultures. By grades 6-8, students are regularly practicing how to make connections between historical events in the United States and the world and current events, as well as developing their knowledge of the relationship between geography, history, economics, and culture.

The Social Studies curriculum also supports learning geography, economics, and civics. In the primary grades, students become familiar with basic geographical representations, economic concepts and resources, and functions of government by studying local examples of their community and school. In the intermediate grades, the curriculum gives students opportunities to extend this basic knowledge to gather more complex information, describe concepts in more detail, and deepen their understanding of the relationship between geography, economics, and civics. Third through fifth grade students extend their learning by studying these relationships through national examples. In the middle school grades, the curriculum helps the students use their knowledge of geography, economics, and civics to make generalizations about countries around the world, to compare these countries to the United States, and to describe how these disciplines work together in a global society.

Character Development

Because teaching virtues is integral to the development of children and to preparedness for high school and college, the curriculum includes explicit, integrated character development. This component of the curriculum, which we call Moral Focus, identifies the skills, behaviors, character traits, and virtues that students need to apply their academic learning as citizens and

to be successful learners in high school and college. A comprehensive character development approach, drawing from both the *Smart & Good Schools Initiative*⁴ and the Greek Cardinal Virtues, is focused through the study of Moral Character, Performance Character, and Social Character.

Moral Character guides students towards becoming their best self. Through the curriculum, students learn that character is defined by the virtues that they incorporate as a consistent part of their behavior. They also learn that they, as individuals, bear the responsibility for developing these virtues. The curriculum consists of a school wide focus around nine monthly virtues, which were derived from the Greek Cardinal Virtues. Students develop these virtues through explicit teaching and integrated practice until they become settled habits. Each monthly virtue is comprised of three focus virtues that build from kindergarten to eighth grade. This allows students to acquire a deep understanding of each virtue. Each monthly focus virtue within the curriculum is clearly defined within the curriculum and includes expected student behavior as it relates to that virtue.

Performance Character helps students grow in their ability to do their best work. Through the study of performance character, students learn that effort creates ability and that achievement must be earned. Students learn to strive for excellence in all that they do, work hard to overcome obstacles, find joy in a job well done, and develop the work and study habits needed to succeed in school and life. Students develop the skills to take ownership of their learning, and they acquire the tools needed to be able to define, prioritize, and complete tasks independently and utilize their time efficiently. In addition to these academic strategies, students learn to set goals for improvement and to monitor their progress in meeting those goals.

Social Character focuses on the skills students need to interact best with others. The social character aspect of the character development curriculum enhances students' ability to listen and be understood by others. Students learn to identify and manage their emotions in order to regulate their behavior and make wise choices. They consider possible outcomes, alternatives, and consequences to their choices with the understanding that they alone are responsible for their actions. Students also acquire the tools needed to have effective and lasting interpersonal relationships with others.

Students learn to internalize these concepts through the intentional and consistent focus on the application of character development concepts throughout all aspects of school life. The character development curriculum is not another subject to be taught during the school day. It defines the character traits and behaviors that need to be consistently and intentionally modeled for and exhibited by students at all times throughout the day; complete integration is thus essential for students to learn the importance of developing and maintaining a strong personal character and the qualities necessary for success as both a student and a citizen. Through consistent modeling and integration of the virtues and behaviors identified in the character development curriculum, staff and students create a learning environment built on a foundation

⁴ See Matthew Davidson and Thomas Lickona, *Smart & Good High Schools: Integrating Excellence and Ethics for Success in School, Work, and Beyond* (Cortland, NY: Center for the 4th and 5th Rs, 2005). Respect and Responsibility / Washington D.C.: Character Education Partnership.

of respect and care where everyone works hard to achieve academic goals and improve school culture.



Program of Study 2012-2013

MISSION

The mission of Grand River Prep is to prepare each student for college success.

ADMISSIONS

As a public school of choice, Grand River Prep seeks students who have a serious desire to learn and work diligently to prepare for higher education. Grand River Prep is a college preparatory academy chartered by Grand Valley State University. Grand River Prep, during open enrollment periods, is open for any student in Michigan. Because space is limited, students are encouraged to enroll before the end of the open enrollment period (fourth Friday in February) preceding the new school year.

REGISTRATION PROCEDURES

1. Read the course descriptions in the Program of Study very carefully and thoroughly before you begin planning your schedule. It is important to view all possibilities before beginning to choose courses for the upcoming academic year.
2. Be sure to note required courses and credits, as well as prerequisites, grade requirements, and teacher approval.
3. Plan your program not only in light of your special interests and activities, but also with the intention of broadening your interests and enriching your background.
4. Before you reach a final decision on courses, discuss your choices with your parents and teachers. Students and parents are encouraged to meet with the school counselor or administration to discuss options in scheduling.
5. Each student must turn in a registration sheet by the end of February of the current school year to assure priority in scheduling and to assure his or her enrollment status for the next school year.

HIGH SCHOOL GRADUATION REQUIREMENTS

Twenty-two credits is the minimum requirement for graduation from Grand River Prep. All courses required for graduation must be taken at Grand River Prep or a school that Grand River Prep recognizes in case of transfers.

Department	Credits	Department	Credits
English	4.0	Math	4.0
Science	3.0	History	3.0*
Foreign Language	2.0	Physical Education	1.0**
Fine Arts	2.0	Electives	3.0
Credits Total = 22.0			

*Required: World History, Government, and US History (1 year each)

**Independent physical education activities meeting state benchmarks for Physical Education/Health may be substituted to meet this criteria with approval by the Athletic Director and Principal

In addition to the above, students must complete the following to earn credit for graduation

- 60 hours of community service
- Completion of a Senior Project
- Successful completion of at least two Advanced Placement courses
- Successful application and acceptance into a 4-year college or university

Grand River Prep's high school graduation requirements have been determined with the school's mission of college preparation as a guide. Successful completion of these graduation requirements is necessary to earn a diploma from Grand River Prep.

Students with disabilities will be assisted in meeting these graduation requirements as appropriate. Students with disabilities who are unable to meet these graduation requirements or for whom these requirements are deemed inappropriate may instead request an individualized course of study leading to a Graduate Equivalency Diploma.

COLLEGE ADMISSION REQUIREMENTS

Before selecting courses, students should review college admission requirements available in the counselor's office as well as on individual school websites.

Grand River Prep recommends applicants to competitive colleges or university successfully complete the following high school program, including as many AP offerings in each subject as possible:

- 4 years of English
- 4 years of history
- 4 year of mathematics
- 4 years of science (including biology, chemistry, physics)
- 4 years of foreign language

ADVANCED PLACEMENT COURSES

Courses in the Advanced Placement (AP) Program are college-level studies. As such, the homework requirements for these courses exceed those of non-AP courses. As an example, for every hour of course time, a student may be asked for an hour or more of work to be completed outside of class. Students who register for these classes take the standardized AP examination in May, for which there is a fee. The scores are used as a measurement for placement in college courses with the possibility of receiving college credit.

To determine if Advanced Placement courses are the right option for you, please see the course instructor.

PrepNet Core Academic Program				
Subject Area	9th Grade	10th Grade	11th Grade	12th Grade
Science	Biology Honors Biology	Chemistry AP Biology	Physics AP Chemistry	AP Physics AP Biology AP Chemistry Human Anatomy
Math	Algebra 1 Geometry	Geometry Algebra 2	Algebra 2 Pre-Calculus	Pre-Calculus AP Calculus AP Statistics
Foreign Language	Two or more years in Spanish or other language, AP Spanish			
English	English 9	English 10	English 11 AP Language	English 12 AP Literature
History	World History AP World History	Civics & Economics AP Government	US History AP US History	Global Topics AP European History
Visual Arts	Foundational Art, 2D/3D Art, Digital Media Design, AP Art Studio, AP Art History			
Performing Arts	Concert Band, Concert Choir, AP Music Theory			
Physical Education / Health	Physical Education / Health			
Other Electives*	Computer Applications, AP Psychology, Sociology, AP Economics			
Community Service	60 hours of Community Service			
Monday Electives*	Jazz Band, Creative Writing, Digital Media, Science Olympiad, Community Service			
Athletics*	Soccer, Volleyball, Basketball, Cross Country, Track			

*Actual programs offered will be determined by student interest and faculty availability

SAMPLE FOUR-YEAR SCHEDULE

9TH Grade Example Schedule

English 9
World History 9 or AP World History
Biology
Algebra I, Geometry or Algebra 2
Spanish 1 or other foreign language
Concert Band or Foundational Art
Monday Elective

10th Grade Example Schedule

English 10
Civics/Economics or AP US Government
Chemistry and/or AP Biology
Geometry, Algebra 2 or Precalculus
Spanish 2 other foreign language
Symphonic Band or 2D/3D Design
Monday Elective

11th Grade Example Schedule

English 11 or AP English Language
US History or AP US History
Physics and/or AP Biology and/or AP Chemistry
Algebra 2, Precalculus or AP Calculus AB
Spanish 3 other foreign language
Symphonic Band, Advanced 2D/3D Design or other elective
Monday Elective

12th Grade Example Schedule

English 12 or AP English Literature
Global Topics or AP European History
AP Biology, AP Chemistry, AP Physics, or Human Anatomy and Physiology
Precalculus, AP Calculus or AP Statistics
Spanish 4 or AP Spanish or Elective
Symphonic Band, AP Studio Art, or other elective
Monday Elective

COMMUNITY SERVICE

Our community service program is designed to involve every student at Grand River Prep in the life of our community. The program will foster concern for worldwide issues in order to aid students in discovering their ability and responsibility to make a positive difference in the world. All high school students must complete a minimum of 60 hours before graduating. Transfer students will be evaluated on an individual basis and will have a prorated requirement.

SENIOR PROJECT

All students must successfully complete a senior project in order to earn a diploma from a PrepNet High School. There are four main objectives and functions of the senior project:

1. To serve as a capstone for the PrepNet curriculum
2. To expose students to independent research and writing
3. To explore a relevant topic related to a career interest, college major, or future goal
4. To make a valuable contribution to the common good and lead to a life well lived

The Senior Project is intended to embrace the 4 R's of the PrepNet curriculum: rigor, relationship, relevance, and responsibility. Throughout the process, students will complete four steps:

1. Research and Deadlines
2. Project or Product
3. Presentation
4. Reflection Paper

COLLEGE ENTRANCE EXAMS

Grand River Prep strongly encourages all 9th and 11th grade students to take PSAT/NMSQT during October of each year. In addition, sophomores will have an opportunity to take the PLAN test and ALL juniors take the ACT in March as part of the Michigan Merit Examination. Additionally, juniors are highly encouraged to take the ACT and SAT in the spring of their junior year on the national testing dates through one of several local high school tests centers. Students may repeat these tests as often as desired.

CHARACTER AND LEADERSHIP DEVELOPMENT

Central to instruction in the humanities courses is the teaching of ethics, logic, and philosophy. Teachers will model in their instruction the spirit of Socrates' assertion that "the unexamined life is not worth living." Teachers will explore the history of the concept of the Greek cardinal virtues: Justice, Temperance, Prudence, and Fortitude throughout the history of Western political and philosophical thought. Students will be introduced to the works of Plato, Aristotle, Machiavelli, Locke, Hume, and Kant. They will discuss the concept of virtue with students, model it, and encourage students to demonstrate it as well. The character development program will be integrated with literature and other subject matter in an effort to make it as relevant to daily living as possible.

ADVISORY PROGRAM

The Advisory Program provides guidance and curriculum for students in grades 9-12 and targets outcomes for each student. Teachers use a college readiness curriculum supported by the College

Board. Lessons help students with college and career planning as well as aim at improving academic strategies. The intent of the course is to help students discover for themselves the power of a college education and develop a mature vision for themselves of “a life well lived.”

Other benefits of the Advisory Program are to provide students with a teacher advocate to promote the opportunity of belonging to a focused peer group and to help students find ways to be successful within the academic and social options the school provides. The Advisory Program provides support and resources in preparation for college and life.

Students will earn letter grade for advisory according to four criteria:

1. Moral focus as evidence in daily student conduct
2. Attendance and tutoring participation
3. Class activities
4. College readiness file

GRADES

Students receive letter grades via Infinite Campus postings four times each year. At the end of each semester, letter grades will be grades-of-record to compute a student's GPA. Each mid-semester, the letter grade will only be an indication of the student's progress and performance at that time and such grades do not calculate as grades-of-record. Parents and students are encouraged to regularly access online grades and attendance via the Infinite Campus online portal.

INFINITE CAMPUS PARENT PORTAL

This is the primary tool for the school to communicate with parents regarding academic performance. Parents and students are eligible to use the Infinite Campus student/parent online portal. This service allows a parent and/or their student(s) to use the internet to log on to a secure website to view grades, assignments, attendance, and other data that has been posted by Grand River Prep. To gain access to the portal, parents must sign an access form and return it to the registrar. Only parents/ guardians and students may receive access. Between each grading period, a student's progress will be posted to Infinite Campus for parents and students to access on a weekly basis. Parents who are unable to access the internet from home or their public library are encouraged to visit the school and access the system from the school media center.

A link to the online portal is provided on our website at www.grandriverprep.com.

INCOMPLETE GRADES

Incomplete grades must be made up within the two-week period at the end of a grading term. Failure to complete the work within the two-week period may result in a failing grade. Incomplete grades are allowed only for a serious reason (e.g. prolonged student illness with appropriate documentation).

GRADING SCALE

Grade Point Average (GPA) reflects coursework completed at Grand River Preparatory High School. Students who transfer during high school and are concerned about GPA should consult with the principal or college counselor.

Grade	Grade Points for Normal Classes	Grade Points for AP Classes *	Interpretation
A	4.0	5.0	Highest Distinction
A-	3.7	4.7	High Distinction
B+	3.3	4.3	Distinction
B	3.0	4.0	Laudable
B-	2.7	3.7	Commendable
C+	2.3	3.3	Satisfactory
C	2.0	3.0	
C-	1.7	2.7	Unsatisfactory
D+	1.3	1.3	Poor, not passing
D	1.0	1.0	
D-	0.7	0.7	
F	0.0	0.0	Failing and unacceptable

*A student in an Advanced Placement courses earns the weighted grade points *only* if the student achieves a C- or better in the class *and* earns a grade of 2 or higher on the College Board AP Exam.

Monday electives will also receive letter grades. However, these courses will not be computed in a student's GPA.

HONOR ROLL

The Honor Roll is computed on the basis of courses taken at Grand River Prep. At the end of each semester, special recognition may be given to all students who have achieved excellence in their academic program.

Summa Cum Laude (with highest honor)...A average
Magna Cum Laude (with high honor)...A-/B+ average
Cum Laude (with honor)...B average

SCHEDULE CHANGES

After the registration process is complete, a schedule change will take place only in the following cases:

- If the change is recommended by the instructor or department chairperson
- If the student has a schedule conflict
- If the student needs a course for college or graduation.

All schedules are final after the first ten school days of the semester. Schedule changes will not occur for the following reasons: teacher preferences or conflicts, convenience of meeting time, and difficulty of the course.

WITHDRAW GRADES

A *W* is placed on the permanent records of students who are allowed to drop courses after the ten-day period in which changes are permitted. Such drops require the permission of the principal and are made only in special circumstances.

POLICY ON ACADEMIC PROBATION

Students who earn either one failing grade or have a grade point average less than 2.0 are placed on academic probation. Students who are placed on academic probation for two or more consecutive semesters may need to repeat coursework or an entire grade level at Grand River Prep. Students in this situation will receive written notification from the school and may also be required to attend Summer Academy sessions for credit recovery. Students on academic probation may not be able to participate in extra-curricular activities until their academic standing improves.

SUMMER ACADEMY

Students must earn a "C-" (70) or higher for each final grade to be promoted to the next grade level in each core subject. Students who fail the course due to the final exam may be offered a two week review period and may retake the exam. Students who fail the course and the exam will need to retake the course either during a six week Summer Academy session (when available) or by repeating the course during the next school year. Students who are not successful during Summer Academy will be required to retake the course during the next school year. Grand River Prep's core courses cannot be replaced with summer school credits outside of the Grand River Prep Summer Academy.

ATHLETIC ELIGIBILITY

In accordance with MHSAA policy, Grand River Prep students need to maintain a minimum 2.0 cumulative GPA and be passing all of their classes to be eligible for interschool athletics. Eligibility checks are conducted weekly beginning in the fourth week of each semester.

CURRICULUM EVALUATION PLAN

The curriculum and instructional strategies will be reviewed annually. This review will target problem areas and possible solutions using student achievement results.

The Grand River Prep staff will be committed to the overall success of the high school. Prior to the start of a new school year, the staff will meet for training sessions and strategic planning. The training sessions will focus on research-based teaching strategies of core subjects, additional subjects, and the character development program.

People from all areas of the school community, including: administration, faculty, students, parents, community members, and board members will be invited to give input to the school improvement planning team. It will be the goal of the team to identify curriculum changes needed, strategies to

implement, and professional development needed to improve weak areas. The staff will review the plan and make additional suggestions, as well as develop personal goals and improvement plans for their area of responsibility. The School Improvement Plan will be published for staff implementation prior to each new school year.

Over time, the most important measure of our school's effectiveness will be the percentage of students who graduate from high school with the opportunity to attend college. Based on a longitudinal study, results will show that a greater percentage of students from Grand River Prep graduate from high school with this opportunity than from the high schools in the traditional public school districts where they reside.

ACADEMIC CURRICULUM GUIDE

ENGLISH DEPARTMENT

English instruction at Grand River Prep reflects the English Language Arts College Board Standards for College Success. These standards define rigorous expectations for student proficiency in reading, writing, speaking, listening, and media literacy. Students are expected to:

- develop a repertoire of reading comprehension strategies they can draw on to comprehend, analyze, and critique both literary and informational texts
- develop a repertoire of writing strategies and a familiarity with certain types of writing commonly taught in the classroom, including argumentative writing, research writing, literary analysis, and creative and reflective writing
- speak effectively in interpersonal, group, and public contexts
- become active and effective listeners
- view critically and produce media

The Great Books lists and the Advanced Placement Literature recommended reading lists provide guidance for teachers in selecting literature.

ENGLISH 9: PRE-AP COMPOSITION AND LITERATURE

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 9

Prerequisites: Successful completion of English 8 and ability to read and write proficiently at grade level.

In preparation for AP courses, students will strengthen their reading, writing, speaking, and listening skills as they study the theme "Coming of Age." They will be exposed to five genres of literature: poetry, short stories, drama, media, and the novel. Students will learn and practice critical reading comprehension strategies for each genre. Significant attention will be paid to literary analysis in each genre, including learning and applying new literary vocabulary. Students will focus on the process of writing and produce responses to literature that include comparison/contrast, research, descriptive, and persuasive essays. Mechanics, usage, and style will be reviewed as needed in coursework. Additional attention will be given to the use of primary sources, as well as MLA format. Students will also develop

strategies for oral literacy and collaborative learning to prepare them for higher level discussion-based classes.

Selected works may include: selections from *the Iliad and the Odyssey*, *To Kill a Mockingbird*, *Romeo and Juliet*, and selected non-fiction texts, short stories, and poetry.

ENGLISH 10: PRE-AP COMPOSITION AND LITERATURE

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 10

Prerequisites: Successful completion of English 9 or permission of instructor.

In accordance with the themes students encounter in history, literature selections in tenth grade English introduce and invite students into cultural conversations. Students consider the themes of community, culture, and justice as they read diverse texts. Students focus on the continued development of analytical writing skills, with particular attention paid to voice and academic writing. Research methods, presentations, and papers will be emphasized throughout each semester with significant attention paid to MLA format. Students will be led through a variety of writing projects, including in-class timed writings, multi-draft papers, and research projects. Mechanics and grammar will be reviewed as needed in coursework.

Selected works may include: *The Absolutely True Diary of a Part-Time Indian*, *Things Fall Apart*, *Fences*, *Julius Caesar*, and multiple independent novels, as well as assorted non-fiction selections, short stories, and poetry.

ENGLISH 11: AMERICAN LITERATURE

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 11

Prerequisites: Successful completion of English 10 or permission of instructor.

Eleventh grade English students focus on some of the works of our country's significant writers. Students will focus on the theme of "Journeys" and have the opportunity to see how literature is influenced by the social and historical period in which it was written. Student writing will primarily focus on formal responses to literature in preparation for college level expository writing as well as the ability to synthesize information to prepare for a large research project. Students are expected to produce thesis-statement-driven, multi-page essays that discuss prominent themes, character motivations, and symbolism in their reading. Students will also practice writing college application essays. Mastery of mechanics, usage, style, and coherence will be the focus of student writing. Research will be done according to MLA format.

Selected works may include: *Their Eyes Were Watching God*, *The Great Gatsby*, *The Kite Runner*, *The Crucible*, *Palestine* and selected poetry and short stories.

AP ENGLISH LANGUAGE AND COMPOSITION

Course length: 2 semesters

Credits: 1.0

Recommended Grade Level: 11

Prerequisites: Permission from instructor and completion of summer reading program (see instructor for details)

Advanced Placement English Language and Composition students focus on college level reading selections, discussion, and writing. The course will concentrate on a comprehensive study of literature and language. AP English Language and Composition is designed to prepare the students for the May examination that allows students a chance to earn college credit. Students will identify rhetorical devices, literary devices, and various organizational structures in their reading. Students will practice these devices and structures in their own writing. Students are required to complete summer reading in preparation for the class. Students in this class are expected to take the Advanced Placement Examination in May.

Selected works will include: biographies, history writing, critiques, essays, excerpts from fiction, journalistic writing, political writing, writing from science and nature, and various forms of media.

ENGLISH 12: GLOBAL ISSUES

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 12

Prerequisites: Successful completion of English 11 or permission of instructor.

Twelfth grade English students focus on some of the significant and representative literature of the world and will critically compare and contrast the major works and themes that have shaped the world's literature including poverty, racism, and politics. Writing assignments will continue to prepare students for college level expository writing. These include a formal research paper, literary criticism, and multi-genre response; the academic year will culminate with a "Life View Paper." Mechanics and grammar will be reviewed as necessary in student writing. Research will be done according the MLA format.

Selected works may include: *The Women of Brewster Place*, *Siddhartha*, *Our America*, *Slaughterhouse-Five*, *Hiroshima*, *Interpreter of Maladies*, *Macbeth*, *King Lear*, and selected poetry and short stories.

AP ENGLISH LITERATURE AND COMPOSITION

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 12

Prerequisites: Permission from instructor and completion of summer reading program (see instructor for details)

Advanced Placement English Literature students focus on college level reading selections and writing. Representative works of recognized literary merit from various genres and periods will be studied extensively. Students will read critically and write analytically in preparation for college level expository writing. The course is designed to prepare students for the May examination that allows students a chance to earn college credit. Students are responsible for completing summer reading in preparation for the class. Students in this class are expected to take the Advanced Placement Examination in May.

Selected works may include: *Hamlet*, *Crime and Punishment*, *Life of Pi*, *Les Miserables*, *A Prayer for Owen Meany*, *The Book Thief*, *A Raisin in the Sun*, and selected short stories and poetry.

A typical four-year English course of study:

9th grade	10th grade	11th grade	12th grade
English 9	English 10	English 11 or AP English Language	English 12 Or AP English Literature

HISTORY DEPARTMENT

At Grand River Prep, although the term "history" indicates a specific subject-area curriculum, history instructors identify various categories for classifying content standards: historical, geographic, civic, cultural, and economic perspectives; inquiry; public discourse and decision making; and citizen involvement. In each course, instructors and students will study a particular region of the world through analyses of the mentioned perspectives. History instructors work with instructors in other disciplines (English, the arts, foreign language) to help students recognize interdisciplinary relationships among various subjects.

The Michigan Merit Examination (March of Junior year) covers topics in late-nineteenth and twentieth centuries, geographic and environmental implications of global issues and events, American government and world affairs, and the United States and international economic systems. Students who follow the Grand River Prep history curriculum should be in a favorable position to perform well on the state proficiency test.

HISTORY 9: WORLD HISTORY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 9

Prerequisites: None

World History examines the world chronologically and thematically, focusing on the historical development of phenomena, the rise and fall of civilizations and their unique contributions to humanity, and the universal elements these civilizations have in common throughout time. European, Asian, Australian, African, North and South American events will be blended thematically and chronologically into lessons that show the impact on each area. The results of many of these actions will be observed and discussed concerning current events. Through readings, lectures, notes, videos, speakers, testing, discussions and projects, students are invited to gain a deeper knowledge of their world and explore how historically significant individuals may have defined a "a life well lived."

AP WORLD HISTORY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 9

Prerequisites: None

In addition to material covered in the World History course, this course prepares students for the Advanced Placement World History examination in the spring. AP World History at Grand River Prep is a college level course covering the period from the Neolithic Revolution to the present. Students should read and write at or above grade level to have the best opportunity for success. Through the reading of primary-source documents and world literature, the course involves intensive study of the formulation of world cultures, paying special attention to change over time and comparing the effects of common historical phenomena on different cultures.

The following 5 historical themes will be explored:

1. Interaction between humans and the environment

- Demography and disease
- Migration
- Patterns of settlement
- Technology

2. Development and interaction of cultures

- Religions
- Belief systems, philosophies, and ideologies
- Science and technology
- The arts and architecture

3. State-building, expansion, and conflict

- Political structures and forms of governance
- Empires
- Nations and nationalism
- Revolts and revolutions
- Regional, trans-regional, and global structures and organizations

4. Creation, expansion, and interaction of economic systems

- Agricultural and pastoral production
- Trade and commerce
- Labor systems
- Industrialization
- Capitalism and socialism

5. Development and transformation of social structures

- Gender roles and relations
- Family and kinship
- Racial and ethnic constructions
- Social and economic classes

CIVICS & ECONOMICS

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 10

Prerequisites: None

Civics is the study of American government, politics, and economics. In this course, students examine the foundations of our political system, the institutions of American government, and the processes and participants of governing in America. Additionally, students study the dynamics of economic production, supply and demand, the national economy, and personal finance management. Much emphasis is placed on critical thinking, as well as reading, writing, speaking, and caring about current events/issues.

AP U.S. GOVERNMENT AND POLITICS

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 10

Prerequisite: Instructor Approval

AP U.S. Government and Politics is a college-level course of study available for 10th grade students as an alternative to Civics & Economics. Solid reading and writing skills, along with a willingness to devote considerable time to homework and study are necessary to succeed. This course addresses knowledge of facts, concepts, and theories pertaining to U.S. government and politics. Students will develop an understanding of typical patterns of political processes and behavior and their consequences including the components of political behavior, the principles used to justify various government structures and procedures, and the political effects of these structures and procedures. Work includes analysis and interpretation of data and relationships in U.S. government and politics; written analysis and interpretation of the subject matter of U.S. government and politics; and careful attention to the specific free-response question posed and ability to stay on task. Students in this class are expected to take the Advanced Placement examination in May.

HISTORY 11: U.S. HISTORY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 11

Prerequisites: None

U.S. History is a course designed for high school juniors to engage them in learning about their country and the events that have set the tone for current American thought. The course begins by focusing on the early days of Columbus and moves through the Colonial Era to the present day. Not only are students exposed to many different people, places, and dates, but they will also be exposed to the various cultural, societal, and political shifts found throughout American history. Students have the opportunity to participate in group discussions, projects, in-class writings, and daily interactive activities that encourage learning and understanding. As individuals and as a class, students are asked to make connections throughout history and recognize the patterns in thought and policy, historically, in an attempt to understand the current status of our country.

AP U.S. HISTORY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 11

Prerequisites: Permission of Instructor

This course is a college-level survey course in American history. Solid reading and writing skills, along with a willingness to devote considerable time to homework and study, are necessary to succeed. Students not only examine the facts of American history, but also analyze and synthesize historical information and study historiography as well. Students learn history is not a static set of events set in stone, but an ongoing human endeavor seeking to answer who we are, where we have been, and where we are going as a nation. The class concludes with a college level examination, prepared by an independent testing agency, The College Board, which, if passed, may result in college credit.

HISTORY 12: GLOBAL TOPICS

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 12

Prerequisites: None

The History 12 course is an elective course for those students interested in understanding the world around them and the reasons for many of the issues we face today. In order to understand recent events, you must understand the past. Issues just don't happen one day; they develop over time. Students will research past events to make sense of the current events they hear every day on the news and/or read in the newspaper. The course is topic based and allows for discussion, analytical writing and individual exploration. Student interest will, in part, assist in determining which issues to be covered in depth. Our focus will typically be on the era post WWII to prepare students for understanding the world around them in a more mature, morally focused and analytical manner.

AP EUROPEAN HISTORY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 11

Prerequisites: Permission of Instructor

In addition to providing a basic narrative of events and movements, the goals of this college-level course are to develop an understanding of the principal themes in modern European history, an ability to analyze historical evidence, and an ability to analyze and to express historical understanding in writing. Periodic tests and research projects will monitor students' understanding and allow for greater examination of topics of personal interest. Students in this class are expected to take the Advanced Placement Examination in May.

The history department recommends the following course of study for students wishing to concentrate on history at Grand River Prep:

9th grade	10th grade	11th grade	12th grade
World History or AP World History	Civics & Economics Or AP US Government	United States History or AP US History	Global Topics Or AP European History

MATHEMATICS DEPARTMENT

The mathematics department strives to provide a curriculum, teaching, and learning environment consistent with the National Council of Teachers of Mathematics 2000 Principles and Standards, the Michigan High School Content Expectations, and the College Board Standards for College Success.

The College Board Standards for College Success describe a developmental progression of quantitative skills and mathematics concepts that students should master to be ready for success in college level work, either during high school through Advanced Placement courses or during their freshman year in college. Within each standard are thematic strands, which develop a set of related process or content skills. The strands have been conceived at a level of granularity that will support meaningful diagnostic assessments and effective instruction. Within each strand are performance expectations, which teachers can use to evaluate specific student strengths and weaknesses within a strand.

ALGEBRA I

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 9

Prerequisites: Successful completion of middle school mathematics through pre-algebra. Knowledge of and experience with the order of operations, fractions/decimals/percents, and solving simple algebra equations.

This class lays the foundation for future study in mathematics. Students will study units involving relationships between quantities, reasoning with equations, linear and exponential relationships, descriptive statistics, expressions and equations, quadratic functions, and modeling

GEOMETRY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 9, 10

Prerequisites: Successful completion of Algebra I or permission of the mathematics department.

Students will study units involving proof, constructions, congruence, similarity, trigonometry, 3-dimensional problems, connecting algebra and geometry using coordinates, circles (with and without coordinates), and the applications of probability.

ALGEBRA II

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 10, 11, 12

Prerequisites: Successful completion of Algebra I and Geometry

Students will study units involving direct and inverse variation, power functions, multivariable functions, matrices, geometric transformations, correlation coefficients, nonlinear functions, common logarithms, graph theory, trigonometric functions, and probability.

PRECALCULUS

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 11, 12
Prerequisites: Successful completion of Algebra II

Students will study units involving derivatives, integrals, vectors, parametric equations, logarithms, counting models, polynomial and rational functions, symbolic reasoning, complex numbers, and trigonometric identities.

AP STATISTICS

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 12

Prerequisites: Completion of Algebra II/Geometry with a B or better or successful completion of Precalculus. Permission of the mathematics department is required.

Topics covered include organizing data, samples and experiments, probability, and statistical inference. Students will spend the year preparing for the Advanced Placement Statistics examination. Successful completion of the AP examination may earn the student college credit. Students in this class are expected to take the Advanced Placement Examination in May.

AP CALCULUS

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 12

Prerequisites: Successful completion of Pre-calculus and permission of the mathematics department.

Students will spend the year preparing for the Advanced Placement Calculus examination. Successful completion of the AP examination may earn the student college credit. Topics covered include in-depth study of limits, derivatives, and integrals. Students in this class are expected to take the Advanced Placement Examination in May.

A typical mathematics course of study:

9th grade	10th grade	11th grade	12th grade
Algebra Or Geometry	Geometry Or Algebra II	Algebra II Or Precalculus	Precalculus, AP Statistics, or AP Calculus

SCIENCE DEPARTMENT

The Grand River Prep science department is committed to presenting information to the students in ways that promote scientific thinking, data analysis, and inquiry-based learning. Each course, in addition to focusing on the mastery of essential concepts, endeavors to prepare students for a second phase of Advanced Placement coursework. Where appropriate, labs are used to provide hands-on learning opportunities.

BIOLOGY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 9

Prerequisites: None

In this class, labs, group projects and research papers are done to explore the study of life. An important focus of this class is the subject-specific vocabulary. The concepts that will be studied include: scientific method, biochemistry, classification, ecology, comparative anatomy, genetics, cells, and evolutionary patterns.

HONORS BIOLOGY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 9

Prerequisites: Exemplary middle school academic performance

In addition to the above, this course is designed to challenge students by increasing the depth and breadth of their understanding of biological concepts. Students should be prepared to think critically, process complex material quickly, and read above grade level. Successful students will be prepared to take Advanced Placement Biology in 10th grade.

AP BIOLOGY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 10, 11, 12

Prerequisites: Honors Biology or both Biology and Chemistry

This course is designed for those students who intend on majoring in a science field in college or wish to test out of part of their college science requirement. This course is meant to mirror a college biology course. The topics covered are similar to topics in the regular biology course, but are covered in far more depth. A standard set of AP labs is completed throughout the year and students are prepared to complete a comprehensive exam in May that will determine college credit. Students in this class are expected to take the Advanced Placement Examination in May.

CHEMISTRY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Level: 10

Prerequisites: Biology

This course provides a yearlong introduction to chemistry. First semester topics include energy and matter, atomic structure and configurations, the periodic table, chemical formulas and bonding, chemical reactions and equations, and moles. Second semester topics include heat and stoichiometry, states of matter, solutions and chemical equilibrium, and acids and bases. Labs done throughout the year provide an opportunity to apply knowledge learned during discussion and group work exercises.

AP CHEMISTRY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 11, 12

Prerequisites: Chemistry

This course is designed for those students who intend on majoring in a science field in college or those who wish to test out of part of their college science requirement. This course is meant to mirror a college chemistry course. The topics covered in this course are similar to topics in the regular chemistry course, but are learned more in-depth and with more calculations and application in labs. Furthermore, other topics studied include chemical kinetics and thermodynamics, oxidation-reduction reactions, electrochemistry, and organic chemistry. Lab work is documented in specific laboratory notebooks and lab reports are expected to be written as if the results were being published in professional chemistry journals. Students in this class are expected to take the Advanced Placement Examination in May.

PHYSICS

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 11, 12

Prerequisites: Biology, Chemistry, Geometry

Physics is the study of the laws of nature at their most basic level. This course is a yearlong introduction to physics. During the first semester, topics covered include one-dimensional, two-dimensional, and circular motion, energy, and matter. The second semester topics are heat, electricity and magnetism, light and waves, and atomic nature. The students will employ hands-on activities and utilize their problem solving skills. Students must have successfully completed Algebra I and Geometry.

AP PHYSICS

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 11, 12

Prerequisites: Successful completion of Algebra II & Physics, along with permission of the instructor.

This class may cover essentially the same topics as regular physics, but the goal will be to prepare students for the AP Physics exam. Thus, the class will be paced faster than regular physics and be much more rigorous. Students should have a strong math background. Students in this class are expected to take the Advanced Placement Examination in May.

A typical science course of study:

9th grade	10th grade	11th grade	12th grade
Biology or Honors Biology	Chemistry and/or AP Biology	Physics, AP Biology, and/or AP Chemistry	AP Biology, AP Chemistry, or AP Physics

SPANISH DEPARTMENT

Students in the Spanish program develop the ability to communicate in another language and gain insight into themselves and others. They acquire knowledge of the structure and function of the Spanish language and Spanish speaking societies. The study will provide learners with access to additional knowledge and skills necessary to function in a global community and workplace.

All students may participate in the National Spanish Exam (NSE), which is a nationally recognized test for students whose teachers are members of the American Association of Teachers of Spanish and Portuguese (AATSP). It is designed to promote achievement in vocabulary and grammar and there are awards for top-scoring participants at the state and national level.

SPANISH I

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 9

Prerequisites: None

Students will learn basic vocabulary and conversation, introductory grammar studies and geography of the Spanish-speaking world with an emphasis on Mexico and Spain. They will be expected to write short passages and read simple stories with comprehension and make written and oral presentations on a variety of topics.

SPANISH II

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 9, 10, 11, 12

Prerequisites: Successful completion of Spanish I

Students will continue to study the critical concepts in grammar. Lessons will include practice speaking, listening, writing and reading in Spanish. The listening and reading material will include short stories and poems by Spanish language authors. Students will perform short skits and dialogues in class as well as complete a variety of projects that may require an oral presentation in Spanish.

SPANISH III

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 10, 11, 12

Prerequisites: Successful completion of Spanish II

At this level of foreign language, students will extensively study the formation and use of grammar. There will be emphasis on the Subjunctive Mood. Required writing activities include production of original stories and journal writings as well as presentations to the class in the target language. Students will expand their knowledge of vocabulary by choosing challenge words. They will read selections from

Don Quixote de la Mancha and Nobel Prizewinning authors Gabriel Garcia Marquez and Gabriela Mistral.

AP SPANISH LANGUAGE

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 11, 12

Prerequisites: Permission of Instructor

Students in this course will be preparing to take the Advanced Placement exam for Spanish Language given nationally every spring. Students can earn college credit if they successfully complete the exam. They will be required to perform comprehension, verbal, written and aural tasks on the exam. Students in this class are expected to take the Advanced Placement Examination in May.

LATIN DEPARTMENT

LATIN I

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 9, 10, 11, 12

Prerequisites: None

This first-year Latin course is open to all students. The course introduces students to the basics of the Latin language and Roman culture. Essentials of grammar, including declensions and conjugations, are taught with emphasis on English vocabulary enrichment and contemporary relevancy. Latin reading selections will generally come from the *Ecce Romani* text series and will include passages on Roman history and literature. Cultural materials of Greece and Rome will also be introduced. Along with translation activities, students will also compose their own original literary Latin works.

LATIN II

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 10, 11, 12

Prerequisites: Successful completion of Latin I

This second-year Latin course presents more advanced grammar with emphasis on English derivatives. Students will continue to review and practice basic grammar concepts from Latin I as they learn about the more complex aspects of Latin and language in general. Latin reading selections will generally come from the *Ecce Romani* text series and will include passages on Roman history and literature. Students will continue to relate cultural and language aspects of the class to the contemporary world. Along with translation activities, students will also compose their own original literary Latin works.

LATIN III

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 11, 12

Prerequisites: Successful completion of Latin II

This third-year Latin course continues to present more advanced grammar with an emphasis on English derivatives. Students will finish the Ecce Romani text series and begin a more serious introduction to Roman authors including Caesar, Cicero, and Isidore of Seville. Students will continue to relate cultural and language aspects of the class to the contemporary world. Along with translation activities, students will also compose their own original literary Latin works.

VISUAL ART DEPARTMENT

The art department of Grand River Prep provides a comprehensive and challenging visual art curriculum that reflects our school's mission statement. Students who complete the high school series of art courses will be prepared to enter college and life with real design and organizational skills along with a developed sense of personal aesthetics.

FOUNDATIONAL ART

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 9, 10, 11, 12

Prerequisites: None

Students in Foundational Art will be engaged in creative problem solving through projects that encourage the use of traditional, as well as digital, mediums. The effective use of the elements and principles of design will be emphasized throughout lessons and projects. An inspiring survey of genres and art forms will be investigated through art history, encouraging the emergence and development of personal voice and style.

2D/3D DESIGN

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 10, 11, 12

Prerequisites: Successful completion of Foundational Art

Students will build on art production techniques, historical knowledge, and creative problem solving skills gained in foundational art. Emphasis on the elements of excellent design organization will be applied to assignments using a variety of two-dimensional and three-dimensional mediums. Students will have the opportunity to develop projects based on individual areas of interest and focus.

DIGITAL MEDIA DESIGN

Course Length: 2 semesters

Credits: 1.0

Eligible Grade Levels: 10, 11, 12

Prerequisites: Successful completion of Foundational Art

Digital Media Design is intended to provide students with a comprehensive knowledge of the manipulation of digital medium. This class will serve as an introduction to digital imaging and computer-based art. Students will explore different avenues of visual communication, self-expression, and creative problem solving through the creation of commercial, interactive, and fine art. All work is based upon the

study, aesthetics, purpose, and criticism of digital art forms. This course provides an introduction to basic concepts of graphic design such as color theory, composition, layout, perspective, and typography in the context of creating computer graphics. In this class, students will learn both the fine art and the business side of digital media; they will create a series of individual and group projects and will complete a digital portfolio of their work.

ADVANCED ART/AP STUDIO ART

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 11, 12

Prerequisites: Successful completion of two art courses or instructor approval

This course is the highest level of art offered at Grand River Prep. This course has a seminar/lecture component, but is mainly focused on developing individual art portfolios. The art portfolios are used for college applications, scholarship, AP credit, exhibitions, competitive exhibitions, and to create a body of work representing the culmination of a student's high school experience. Students should have at least completed two prerequisite art courses at Grand River Prep or, if transferring, have their portfolio reviewed from other secondary institutions. Students in this class are expected to take the Advanced Placement Examination in May.

MUSIC DEPARTMENT

Objectives of the Music Program:

- To teach music by its actual performance
- To develop performance skills of the various wind and percussion instruments
- To provide for the musical needs of the school and school community
- To develop discrimination with regard to the selection of music
- To acquaint the students with Music Theory / History and how history and musical composition relate to the students' current life and musical experiences
- To provide all students with the opportunity for worthy use of their time, a means for self-expression, and a healthy social experience
- To develop the ability to function as a responsible member of a group, enhance interaction, and develop Esprit de Corps
- To foster leadership skills within each student

INTRODUCTION TO CHORAL MUSIC

Course Length: 2 semesters

Credits: 1.0

Eligible Grade Levels: 9, 10, 11, 12

Prerequisites: None

This class is comprised of all students wishing to sing and improve their individual musicianship. Rehearsals and performances outside the school day will be required.

GRAND RIVER CHORALE

Course Length: 2 semesters

Credits: 1.0

Eligible Grade Levels: 9, 10, 11, 12 (By Audition Only)

Prerequisites: Prior music experience strongly recommended

The Grand River Chorale will be the premier vocal performing organization. Membership will be by audition only. The Grand River Chorale will be comprised of students with the performing ability for at least level III literature. Rehearsals and performances outside the school day will be required.

CONCERT BAND

Course Length: 2 semesters

Credits: 1.0

Eligible Grade Levels: 9, 10, 11, 12

Prerequisites: None

All instrumentalists will be enrolled in the band program. Students will learn basic fundamentals with instrumentation and will explore numerous styles and genres of music. Rehearsals and performances outside the school day will be required.

AP MUSIC THEORY

Course Length: 2 semesters

Credits: 1.0

Eligible Grade Levels: 10, 11, 12

Prerequisites: Minimum one year prior music experience and permission of instructor

This college-level course will develop students' abilities to recognize and understand the basic materials and processes of any music heard or read in a score. Content includes notational skills, intervals, key signatures, transposition, composition, counterpoint, and harmonization. Credit awarded for the AP Music Theory exam varies by university and may fulfill either general humanities or arts requirements, or it may help to fulfill the requirements for the music major. Students in this class are expected to take the Advanced Placement Examination in May.

PHYSICAL EDUCATION DEPARTMENT

PHYSICAL EDUCATION

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 9, 10, 11, 12

This course will engage you in healthy activity to promote physical wellness in both body and in mind. This is an activity-based class; all students are expected to participate on a daily basis. Physical activity has been shown to help individuals think more clearly, breathe better, and be relaxed in a way that is conducive to the overall excellence academia. Fitness is a lifelong goal; by teaching you a healthy life

style we expect you will continue this healthy life style after high school. Successful completion of two semesters of this course fulfills the graduation requirement of 1.0 credit in Physical Education.

ADVANCED PHYSICAL EDUCATION

Course Length: 2 Semesters

Credits: 1.0 Credit

Recommended Grade Levels: 10, 11, 12

This course will engage you in healthy activity to promote physical wellness in both body and in mind. This is an activity-based class; therefore all are expected to participate on a daily basis. This class provides a higher level of competition as well as a higher level of physical activity and wellness. An aspect of the class will require an academic workload which will assist you in a college exercise science class.

ADDITIONAL COURSE OFFERINGS

AP PSYCHOLOGY

Course Length: 2 semesters

Credits: 1.0

Recommended Grade Levels: 11, 12

Prerequisites: None

This course is designed to introduce students to the systematic and scientific study of behavior and mental processes of human beings and other animals. Students are exposed to psychological facts, principles and phenomena associated with each of the major subfields within psychology. Principles of psychology include but are not limited to: biological basis of behavior, research methods, history and approaches, sensation and perception, states of consciousness, motivation, cognition, developmental psychology, and emotion. Students are required to complete an AP Psychology exam in the spring. Students will learn through experiential and project based learning combined with traditional lecture format. Students in this class are expected to take the Advanced Placement Examination in May.

SCHEDULE 7-3

STAFF RESPONSIBILITIES

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Schedule 7-3

Description of Staff Responsibilities

Responsibilities for Staff Members:

Following is a brief discussion of the main positions and their responsibilities. Some positions, such as custodian, may be contracted labor.

Principal

Employed by: National Heritage Academies

Reports to: Director of School Quality

The Principal is responsible for the following:

- Hire and evaluate school staff
- Develop and evaluate educational program to ensure conformance to state, federal, school Board, and National Heritage Academies' standards
- Develop and coordinate educational programs through meetings with staff, review of teachers' activities, and issuance of directives
- Confer with teachers, students, and parents concerning educational and behavioral problems in school
- Establish and maintain relationships with colleges, community organizations, and other schools to coordinate educational services
- Facilitate parent education and involvement
- Requisition and allocate supplies, equipment, and instructional material as needed
- Direct preparation of class schedules, cumulative records, and attendance reports
- Monitor safety and security of students, staff, visitors, and school facility
- Monitor school budget and manage expenses
- Direct building maintenance and custodial services
- Develop and administer educational programs for students with mental or physical disabilities

Qualifications:

- Must meet state requirements for elementary principals.
- Master's degree (M.A.) or equivalent; or four to ten years related experience and/or training; or equivalent combination of education and experience.
- Demonstrated successful leadership as a school principal.
- Demonstrated successful teaching experience.
- Exhibited leadership in working with professional staff, students, and the community.

Dean

Employed by: National Heritage Academies

Reports to: Principal

The role of the Dean was designed to share and distribute leadership more effectively within the school structure. The primary responsibility of the Dean is to observe, coach, and provide feedback weekly with one-on-one conversations with all assigned teachers. Responsibilities of a Dean will also include the following:

- Oversee and monitor that Moral Focus curriculum is integrated into lesson design and delivery
- Deliver professional development

- Provide training for effective classroom management (including creating and implementing social contracts)
- Train and support a consistent student discipline program
- Monitor Special Education students in various settings and provide feedback
- Monitor lesson plans to prescribed template weekly
- Facilitate wing and grade level meetings as assigned

Qualifications:

- Valid teaching certificate/license with appropriate endorsements.
- Two to three years of teaching experience, preferably at a school managed by National Heritage Academies.
- Ability to establish and maintain effective working relationships with students, peers, parents and community.
- Responsible in completing tasks and problem solving.
- Demonstrates organization skills.
- Encourages excitement in teachers.
- Demonstrates vision for continuous improvement in school academics and learning.

Teacher

Employed by: National Heritage Academies

Reports to: Dean

Teachers are responsible to implement the curriculum, coordinate with educational assistants, maintain current achievement level information, assign additional studies to students not meeting or exceeding achievement, keep accurate student records, and establish classroom procedures. Teachers are also responsible to order supplementary education materials, request parent volunteers and report all education-related activities to the Principal.

Responsibilities:

- Strategically plan the year's learning objectives
- Model enthusiasm for learning
- Teach the curriculum provided for the grade level
- Provide thoughtfully-prepared, high-quality lessons each day
- Develop materials as needed for all academic subjects to ensure excellent opportunities for students to master material
- Assess student learning and check frequently for mastery of material
- Provide parents with regular feedback regarding their student's progress through verbal contact, written contact, progress reports, report cards, and parent/teacher conferences
- Promote character development by establishing an atmosphere of integrity, high expectations, and sensitivity
- Maintain a neat, orderly, functional, cheerful-looking classroom
- Work effectively with his/her grade level team (where applicable) and the rest of the staff team
- Supervise recess periods, lunch periods, and other activities when a parent volunteer is not available
- Follow the Student Discipline Policy and all other discipline policies
- Grow professionally through further academic studies

- Understand and support all aspects of the Employee Handbook and Benefit Plan Descriptions
- Use AtSchool® to record grades, report attendance, complete report cards, and access online educational materials
- Assist the Principal in other duties as requested

Qualifications:

- Bachelor's Degree and appropriate Teaching Certificate/Licensure
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles
- Demonstrated ability to evaluate tests and measurements of achievement
- Demonstrated ability to work effectively as a team member

Special Education Teacher

Employed by: National Heritage Academies

Reports to: Dean

The Special Education Teacher at the school is a versatile individual who specializes in working with students with disabilities and their families to maximize their potential.

Responsibilities:

- Provide direct and indirect instruction
- Provide long and short term planning that addresses individual needs of students
- Evaluate students' progress
- Teach a multi-model approach
- Provide an inviting, exciting, innovative, learning environment
- Establish and maintain classroom management procedures
- Report directly to the Dean of Student Services
- Prepare written reports accurately and submit in a timely manner
- Effectively communicate with regular education teachers, parents and administrators to facilitate the IEPC procedure
- Effectively consult with parents, students, teachers and administration
- Provide professional liaison between school and home when necessary
- Remain current on rules set forth in special education law
- Maintain privacy of student records and information

Qualifications:

- Michigan Elementary Teaching Certificate
- Michigan Special Education Certification
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to utilize varied teaching methodologies to accommodate

- students' unique learning styles
- Demonstrated ability to evaluate tests and measurements of achievement
- Demonstrated ability to work effectively as a team member

Registrar

Employed by: National Heritage Academies

Reports to: Principal

The Registrar will maintain the school office and provide assistance to students, parents, and staff.

Responsibilities:

- Maintain and update record-keeping at the school
- Answer phones
- Maintain student counts
- Maintain student database
- Maintain student master schedule
- Provide assistance to staff and students
- Perform as a receptionist for the school

Qualifications:

- Ability to word process and utilize a database accurately
- Demonstrated ability to communicate and work effectively with staff and parents
- Ability to adapt to constantly changing needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff, and community

Library Technology Specialist

Employed by: National Heritage Academies

Reports to: Principal

The Library Technology Specialist's role is to provide the leadership and expertise necessary to ensure that the library and technology programs are an integral part of the instructional program of the school. The Library Technology Specialist will assume the responsibility of leader, trainer, manager, teacher, and information specialist.

Responsibilities:

- Work with administrators and school personnel to develop long range goals and objectives for the school library and technology programs
- Serve as the primary contact for the IT Department in the school
- Initiate and maintain contact with Principal, teachers, and students to implement library and technology programs
- Communicate the philosophy and goals of the school library and technology programs to the students, teachers, administration and community
- Plan, teach, evaluate and reinforce instruction designed to make students and staff effective users of information
- Make resources available to students and teachers through a systematically developed and organized collection of library media materials and technology
- Arrange for flexible scheduling of library and technology

- Assist teachers to promote reading and guide students in the individual choice of books for recreational and research reading
- Participate in school leadership and strategic planning at the building level
- Provide staff development opportunities for school personnel in the selection, use, evaluation and availability of media
- Provide indirect supervision of the library technology aide and volunteer staff in the library and technology center(s)

Qualifications:

- Bachelor's Degree along with appropriate certification/licensure for teaching in a library/media center setting

Instructional Aide

Employed by: National Heritage Academies

Reports to: Teacher

The Instructional Aide at the school will provide assistance and support under the direct supervision of a certified or licensed teacher, as needed. The Instructional Aide's responsibilities include but are not limited to:

Responsibilities:

- Assist with oversight and technical operations of computer laboratories
- Assist with physical care tasks and health-related activities as appropriate
- Assist students with behavioral/management needs
- Assist with setting up laboratory equipment, conducting experiments, and performing limited reviews of student laboratory reports
- Assist with technical preparation and production of media programs
- Read to and play audio-visual materials for children
- Assist with proctoring examinations and other related tasks
- Assist with correcting test papers, recording grades, maintaining files, and preparing statistical reports
- Manage records, materials, and equipment
- Supervise students

Description of Staff Responsibilities

Following is a listing of the main positions that will be staffed at Grand River Preparatory High School, including the responsibilities and qualification for the roles. Some positions, such as custodian and food service, may be contracted labor.

Principal

Responsibilities:

- Hire and evaluate school staff
- Develop and evaluate educational programs to ensure conformance to state, federal, school board and PrepNet standards.
- Develop and coordinate educational programs through meetings with staff, review of teachers' activities and issuance of directives
- Confer with teachers, students, and parents concerning educational and behavioral problems in school
- Establish and maintain relationships with colleges, community organizations, and other schools to coordinate educational services
- Facilitate parent education and involvement
- Requisition and allocate supplies, equipment and instructional material as needed
- Direct preparation of class schedules, cumulative records and attendance reports
- Monitor safety and security of students, staff, visitors and school facility
- Monitor school budget and manage expenses
- Direct building maintenance and custodial services
- Develop and administer educational programs for students with mental or physical disabilities

Qualifications

- Must meet state requirements for the position
- Master's degree (M.A.) or equivalent; or four to ten years related experience and/or training; or equivalent combination of education and experience
- Demonstrated successful leadership as a school principal
- Demonstrated successful teaching experience
- Exhibited leadership in working with professional staff, students and the community
- Must successfully complete criminal history and criminal background check

Assistant Principal

Responsibilities:

- Assist the Principal in carrying out their duties
- Lead the school in areas of student discipline and safety
- Oversee at-risk programing at the school

Qualifications

- Must meet state requirements for the position
- Master's degree (M.A.) or equivalent; or four to ten years related experience and/or training; or equivalent combination of education and experience
- Demonstrated successful leadership
- Demonstrated successful teaching experience
- Exhibited leadership in working with professional staff, students and the community
- Must successfully complete criminal history and criminal background check

Teacher

Teachers are responsible to implement the curriculum, coordinate with educational assistants, maintain current achievement level information, assign additional studies to students not meeting or exceeding achievement, keep accurate student records, and establish classroom procedures.

Teachers are also responsible to order supplementary education materials, request parent volunteers and report all education-related activities to the Principal.

Responsibilities:

- Strategically plan the year's learning objectives
- Model enthusiasm for learning
- Teach the curriculum provided for the grade level
- Provide thoughtfully-prepared, high-quality lessons each day
- Develop materials as needed for all academic subjects to ensure excellent opportunities for students to master material
- Assess student learning and check frequently for mastery of material
- Provide parents with regular feedback regarding their student's progress through verbal contact, written contact, progress reports, report cards, and parent/teacher conferences
- Promote character development by establishing an atmosphere of integrity, high expectations, and sensitivity
- Maintain a neat, orderly, functional, cheerful-looking classroom
- Work effectively with his/her grade level team (where applicable) and the rest of the staff team
- Supervise recess periods, lunch periods, and other activities when a parent volunteer is not available
- Follow the Student Discipline Policy and all other discipline policies
- Grow professionally through further academic studies
- Understand and support all aspects of the Employee Handbook and Benefit Plan Descriptions
- Use Infinite Campus to record grades, report attendance, complete report cards, and access online educational materials
- Assist the Principal in other duties as requested

Qualifications

- Bachelor's Degree and appropriate Teaching Certificate/Licensure
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles
- Demonstrated ability to evaluate tests and measurements of achievement
- Demonstrated ability to work effectively as a team member
- Must successfully complete criminal history and criminal background check

Special Education Teacher

The Special Education Teacher at the school is a versatile individual who specializes in working with students with disabilities and their families to maximize their potential.

Responsibilities:

- Provide direct and indirect instruction
- Provide long and short term planning that addresses individual needs of students
- Evaluate students' progress
- Teach a multi-model approach
- Provide an inviting, exciting, innovative, learning environment
- Establish and maintain classroom management procedures
- Report directly to the Dean of Student Services
- Prepare written reports accurately and submit in a timely manner
- Effectively communicate with regular education teachers, parents and administrators to facilitate the IEPC procedure
- Effectively consult with parents, students, teachers, and administration
- Provide professional liaison between school and home when necessary
- Remain current on rules set forth in special education law
- Maintain privacy of student records and information

Qualifications

- Michigan Elementary Teaching Certificate
- Michigan Special Education Certification
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles
- Demonstrated ability to evaluate tests and measurements of achievement
- Demonstrated ability to work effectively as a team member
- Most successfully complete criminal history and criminal background check

Technology Specialist

The Technology Specialist's role is to provide the leadership and expertise necessary to ensure that the school's technology programs are an integral part of the instructional program. The Technology Specialist will assume the responsibility of leader, trainer, manager, teacher, and information specialist.

Responsibilities:

- Work with administrators and school personnel to develop long range goals and objectives for the school library and technology programs
- Serve as the primary contact for technology matters in the school
- Initiate and maintain contact with Principal, teachers, and students to implement library and technology programs
- Communicate the philosophy and goals of the school technology programs to the students, teachers, administration and community
- Plan, teach, evaluate and reinforce instruction designed to make students and staff effective users of information
- Make resources available to students and teachers through a systematically developed and organized collection of materials and technology
- Participate in school leadership and strategic planning at the building level

- Provide staff development opportunities for school personnel in the selection, use, evaluation, and availability of media
- Provide indirect supervision of the volunteer staff in the media center(s)

Qualifications:

- Bachelor's Degree
- Two to three years experience in I.T. field
- Ability to establish and maintain effective working relationships with students, peers and parents
- Must successfully complete criminal history and criminal background check

Registrar / Secretary

The registrar and/or secretary will maintain the school office and provide assistance to students, parents, and staff.

Responsibilities:

- Maintain and update record-keeping at the school
- Answer phones
- Maintain student counts
- Maintain student database
- Maintain student master schedule
- Provide assistance to staff and students
- Perform as a receptionist for the school

Qualifications:

- Ability to word process and utilize a database accurately
- Demonstrated ability to communicate and work effectively with staff and parents
- Ability to adapt to constantly changing needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff, and community
- Must successfully complete criminal history and criminal background check

Instructional Aide:

The Instructional Aide at the school will provide assistance and support under the direct supervision of a certified or licensed teacher, as needed. The Instructional Aide's responsibilities include, but are not limited to:

Responsibilities:

- Assist with oversight and technical operations of computer laboratories
- Assist with physical care tasks and health-related activities as appropriate
- Assist students with behavioral/management needs
- Assist with setting up laboratory equipment, conducting experiments and performing limited reviews of student laboratory reports
- Assist with technical preparation and production of media programs
- Read to and play audio-visual materials for children
- Assist with proctoring examinations and other related tasks
- Assist with correcting test papers, recording grades, maintaining files and preparing statistical reports

- Manage records, materials and equipment
- Supervise students

Qualifications:

- Must successfully complete criminal history and criminal background check

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

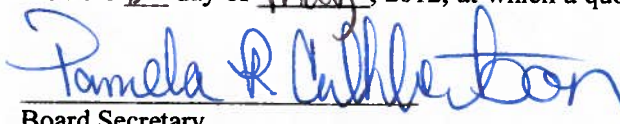
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 5-8-12


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Exec Board of Directors at a properly noticed open meeting held on the 8 day of may, 2012, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

Admission and Enrollment Policy

Admission to the Academy shall be open to all age-appropriate children for grade levels offered in accordance with the Academy's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student.

The Academy will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed in the school.

It is the policy of the Board that its educational service provider develop and implement practices and procedures that control the admission and enrollment of students, including public notice, lottery and random selection drawing to be used when the number of applicants exceed the number of available spaces for grades offered. Detailed application, lottery and admission practices and procedures shall be available to parents and the general public at the school office. The Board will annually approve offered seats and maximum class size of the Academy.

References:

US Constitution, Fourteenth Amendment

Title IX of Education Amendments Act (20 USC 1681 et. seq.)

The Civil Rights Act of 1964

The McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2])

Rehabilitation Act of 1973 (29 USC 791 et. seq.)

Equal Educational Opportunity Act of 1974 (20 USC 1703 et. seq.)

The Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.)

Michigan Constitution

MCL 37.1101 et. seq.; 37.1402; 37.2402; 380.503 et. seq; 380.504 et. seq.; 380.1146; 380.1704

Admissions and Enrollment Practices & Procedures

Homeless Child Practices & Procedures

PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (EX-GRP)

The school will comply with all applicable federal and state laws related to admissions and enrollment.

Non-Discrimination

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing public school.

Open Enrollment Period and Notice

The “**Open Enrollment Period**” for the first year of operation will be determined prior to June 30 by the NHA Admissions Department and included in the notice of Open Enrollment. In all subsequent years, the Open Enrollment Period is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school.

National Heritage Academies (NHA) (K-8), PrepNet (9-12), or the school will provide notice of open enrollment on their websites and by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation; (b) mailing a written notice of the Open Enrollment Period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the Open Enrollment Period at the NHA (K-8) or PrepNet (9-12) offices, as applicable, and the school. In addition, notice may also be provided by airing a public service announcement on local television.

As part of the enrollment process, the school staff will communicate to meet with families, parents/guardians and students prior to the first day of school.

Application Procedures

Interested parties may obtain applications at:

- The school’s website
- The offices of the school
- The service center of NHA at 3850 Broadmoor SE, Suite 201, Grand Rapids, MI 49512 or by calling 866-NHA-ENROLL from 8:00 a.m. to 5:00 p.m. EST.
- The offices of schools with a matriculation agreement with the school

Applications will be mailed, emailed or faxed to anyone requesting an application by telephone.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during and after the Open Enrollment Period. If applications received during the Open Enrollment Period exceed offered seats in any grade level (“over-subscribed grades”), a random selection process will take place for all affected grade levels. If applications received are fewer than offered seats in each and every grade level (“under-subscribed grades”), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents/guardians that if the student does not attend the

PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (EX-GRP)

first day of school or call in to request an excused absence by the date and time indicated, the student will forfeit his/her registered status in the school and will not be enrolled. The school may attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to re-enter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must re-submit an application for the following school year during the next Open Enrollment Period.

Random Selection Process

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, anyone applying to the school, or an NHA employee. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill available offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected, the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection process is open to the public and will be video recorded. In the event of any discrepancy, the video recording will be the official record of placement of students.

Class Size and Offered Seats

Class size and offered seats will be recommended by NHA (K-8) and PrepNet (9-12) and submitted to the school board of directors for approval. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter contract or applicable law.

Enrollment Preferences

Enrollment preference is first given to currently enrolled students. Enrollment preference is provided within each building, i.e., K-8 and 9-12. Enrollment preference is not offered between buildings except that currently enrolled students in grade 8 have a re-enrollment preference into grade 9. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Qualifying Students pursuant to matriculation agreements
- Siblings of Qualifying Students
- Siblings of students selected in the random selection process
- All remaining applicants

If permitted by law, other enrollment preferences may be granted. If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (EX-GRP)

The school shall enroll at least five percent (5%) of its students through a random selection process.

Standby Opportunity Plan

The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by 1:00 p.m. on the first day of school, providing phone numbers where the applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they may receive a higher waiting list priority than those students who did not participate.

Procedural Steps

Step 1: Setup

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include, but not be limited to, the student's name, birth date, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

Step 2: Admission of Applicants Applying for Under and Over-Subscribed Grades

A neutral third-party person (as previously described) will perform a random selection of the names of each applicant. Any under-subscribed grades will be considered before the over-subscribed grades in descending order. After all under-subscribed grades have been identified, the order of the over-subscribed grades will be randomly selected. Once the grade order has been established, randomly selected students will be placed in available seats or on the waiting list in the applying grade if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time or granted sibling preference, but will wait until their grade level is selected.

Step 3: Waiting List Priority

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (EX-GRP)

Appeals

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's board sent to the school's address. Following receipt of the parent's/guardian's written appeal, a school board designee will contact the parent/guardian to discuss the nature of the concern or objection. Final decisions will be made by the school board or its designee.

HOMELESS CHILD PRACTICES & PROCEDURES

1. PURPOSE

To remove barriers to the enrollment and retention in school of children and youth experiencing homelessness in compliance with the McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2]) ("McKinney-Vento Act").

2. PRACTICE

The school will adhere to the provisions of the McKinney-Vento Act and applicable state requirements to ensure that all identified Homeless Children and Unaccompanied Youth receive a free and appropriate education and meaningful opportunities to succeed in the school.

Definitions

“Homeless Child” - a child who does not have a fixed, regular, and adequate nighttime residence or whose primary nighttime location is in a public or private shelter designated to provide temporary living accommodations, or a place not designed for, or ordinarily used as regular sleeping accommodations for human beings. This definition includes a child who is:

- sharing the housing of other persons due to loss of housing, economic hardship or similar reason (sometimes referred to as double-up);
- living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- living in a car, park, public space, abandoned building, substandard housing, bus or train stations or similar settings;
- abandoned in hospitals;
- awaiting foster care placement (eligibility for services for children already placed in foster care should be discussed between the Liaison and the social service provider);
- a migratory child who qualifies as homeless because he or she is living in circumstances described above; or
- an Unaccompanied Youth.

“School of Origin” - the school the child attended when permanently housed or the school in which the child was last enrolled.

“Unaccompanied Youth” - a youth not in the physical custody of a parent or guardian.

3. APPLICABILITY

This document applies to all National Heritage Academies (NHA) schools.

4. RESPONSIBILITY

4.1 The school principal will designate a local homeless Liaison (“Liaison”).

4.2 The Liaison will serve as one of the primary contacts between homeless families and school staff, district personnel, shelter workers, state coordinators for Homeless Children, public and private service providers in the community, housing and placement agencies, and other service providers.

4.3 The Liaison will:

- Identify and enroll Homeless Children;
- Ensure that Homeless Children and their families receive eligible educational services;
- Make referrals to health, mental health, dental, and other services;
- Inform parents/guardians of educational and related opportunities available to their children;
- Provide parents/guardians with meaningful opportunities to participate in their child's education;
- Inform parents/ guardians and Homeless Children of all transportation services, and assist them in accessing these services;
- Clearly communicate all required information in a form, manner, and language that is understandable;
- Ensure proper mediation of enrollment disputes according to the McKinney-Vento Act and complaint procedures;
- Disseminate public notice of the educational rights of Homeless Children;
- Conduct annual training for school personnel on possible indicators of homelessness, sensitivity in identifying Homeless Children, and procedures for reporting to the Liaison; and.
- Record *AtSchool* information (See Exhibit 6.1);

5. PROCEDURES

5.1 Identification

The burden is on the school to show that the child is not a Homeless Child. The Liaison, in collaboration with school personnel and community organizations, will identify Homeless Children, both in and out of school. Community organizations may include family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments and other social service agencies, street outreach teams, faith-based organizations, truancy and attendance officers, local homeless coalitions, and legal services.

The Liaison must use the Student Residency Questionnaire (“SRQ”) (Exhibit 6.2; for Louisiana, see Exhibit 6.3) upon enrollment and clearly describe current living arrangements of the child to determine whether the child meets the definition of a Homeless Child. Upon the receipt of an SRQ indicating potential homelessness, the Liaison will implement these practices and procedures document and ensure adherence with federal, state and NHA requirements.

NOTE: For New York schools only: Upon determination of appropriate school selection, the parent (or Liaison if no parent is available) will complete the New York STAC-202 form (Exhibit 6.4), following the instructions contained therein. Upon receipt of the STAC-202 form, the Liaison will forward the form to the New York Commissioner, Intervention Services at the NHA Service Center, and keep a copy in the school's records.

5.2 School Selection

Homeless Children have the right to remain at their School of Origin or to attend any school that houses students who live in the attendance area in which they are actually living.

If the parent/guardian agrees, Homeless Children will remain at their School of Origin to the extent feasible. Homeless Children may remain at their School of Origin the entire time they are in transition and until the end of any academic year in which they become permanently housed. The same applies if they lose their housing between academic years.

Feasibility is a child-centered determination, based on the needs and interests of the particular child and the parent/guardian or child's wishes. Services that are required to be provided,

including transportation and services under federal and other programs, shall not be considered in determining feasibility. Feasibility considerations may include:

- Safety of the child;
- Continuity of instruction;
- Likely area of family or child's future housing;
- Time remaining in the academic year;
- Anticipated length of stay in temporary living situation;
- School placement of siblings; or
- Whether the child has special needs that would render the commute harmful.

5.3 **Enrollment**

The school selected for enrollment must immediately enroll any Homeless Child. Unaccompanied Youth may either enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling, or the Liaison. Enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, any unpaid school fees, lack of uniforms or clothing that conforms to the school's dress code or any factor related to the child's living situation.

The school will coordinate the transfer of school records with other schools and contact the child's previous school to obtain school records. Initial placement of a child whose records are not immediately available will be made based on the child's age and information gathered from the child, parent, and previous schools or teachers. If no immunization records are available, the school office will refer students to the Liaison to assist with obtaining these records from state registries and/or community based clinics.

The school will excuse any tardiness or absence related to a Homeless Child's living situation when applying any school policy regarding tardiness or absences.

5.4 **Services**

The school must provide Homeless Children services comparable to services offered to other students in the school, including:

- Transportation;
- Title I;
- Educational services for which the student meets eligibility criteria, including special education and related services and programs for English language learners;
- School nutrition programs (the school will provide free meals to the Homeless Child as all Homeless Children are automatically eligible for free meals);
- Vocational and technical education programs;
- Gifted and talented programs; and
- Before- and after-school programs

Transportation

At a parent/guardian's request, the school will provide transportation to and from the School of Origin. The Liaison will coordinate these arrangements, which may include arrangements with the social service district. The school must provide the transportation for the entire time the child has a right to attend that school, as defined above, including during pending disputes. The length of the commute will only be considered in determining the *feasibility* of placement in the School of Origin based on potential harm to the child. Prior to selection of a school, the Liaison will inform the parent/guardian or Unaccompanied Youth of this right to transportation. Transportation disputes will not result in a Homeless Child missing school. If such a dispute arises, the school will arrange transportation and immediately bring the matter to the attention

of the state authorities following the appropriate complaint procedures as detailed in this document.

Title I

Homeless Children are automatically eligible for Title I services. The school will reserve the necessary funds to provide services comparable to those provided to Title I students attending non-participating schools, including education related support services and removing barriers that prevent attendance. The Liaison and the Title I director at the NHA Service Center will develop the formula (based upon the per-pupil Title I expenditures) to use for determining the necessary funds to reserve.

The Title I director and the Liaison will ensure coordination between the Title I plan and the McKinney-Vento Act, including the academic assessment, reporting and accountability systems required by federal law and the U.S. Department of Education.

Educational Services

The school shall give evaluations of Homeless Children suspected of having a disability priority and coordinate the evaluation with the student's prior and subsequent schools, as necessary, to ensure timely completion of a full evaluation. When necessary, the school will expeditiously designate a surrogate parent for Homeless Children suspected of having a disability. The school will immediately implement the child's Individualized Education Program (IEP), if available, and promptly conduct any necessary IEP meetings or re-evaluations. If complete records are not available, IEP teams will use good judgment in choosing the best course of action, balancing procedural requirements and the provision of services in an attempt to avoid any disruption in services.

5.5 Complaint and Dispute Resolution

The following steps and procedures should take place in resolving disputes regarding enrollment, school placement, or services.

Complaint

- A complaint is an oral or written and signed statement alleging the violation of a federal or state law, rule, or, regulation. The complaint must allege a violation that occurred not more than one (1) year prior to the date that the complaint is received, unless a longer period is reasonable because the violation is considered systemic or ongoing.
- Parents, teachers, administrators, or other concerned individuals or organizations may file a complaint ("Complainant"). Faculty and staff with knowledge of a complaint must refer the Complainant to the Liaison.
- The Complainant may submit the complaint in writing to the Liaison, using the attached Complaint Resolution Initiation Form (Exhibit 6.5). The Complainant may choose to initiate the complaint orally.

Role of School

- Immediately enroll the child in the school preferred by the person(s) bringing the complaint.
- Provide all educational services for which the child is eligible, pending resolution of the dispute.

Role of Liaison

- After receipt of the complaint, the Liaison must provide a written explanation of the school placement decision and/or provided services to the Complainant and discuss the complaint with the Complainant. The Liaison must provide a written proposed resolution or a plan of action to the Complainant within five (5) days of receipt of the complaint, or within seven (7) business days of notification of dispute (Georgia only).
- If the Liaison does not resolve the dispute, the Complainant may forward it to the school principal. The Liaison must provide a written resolution to the parties within five (5) days of the discussion with the principal, or within ten (10) business days of the second dispute (Georgia only). The Complainant has a right to obtain assistance from advocates or attorneys in addressing a complaint.
- The Liaison will carry out the dispute resolution in an expeditious manner and will provide the Complainant these written procedures, including the appeal procedures outlined below.
- In the event the school is unable to resolve the complaint, the Complainant may pursue the applicable appeal procedure(s).

Appeal Procedures – Colorado

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting a mediator from the Colorado Mediator Resource Network (services at no charge to the Complainant) or may direct the Complainant to the Colorado Department of Education (CDE).

Address the complaint to the following address:

- State Coordinator for the Education of Homeless Children and Youth, Colorado Department of Education, State Office Building, 201 East Colfax Avenue, Denver, Colorado 80203-1799.

Use the Colorado Dispute Report Form (Exhibit 6.6) during the appeal process.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

If the State Coordinator is unable to resolve the complaint within 15 business days, the Complainant may file a written complaint to the State Coordinator who, with a team, will review the complaint with the mandates of the Title X law. Within 15 days of receipt of the complaint, the Coordinator will issue a written decision to the parties via mail.

Appeal Procedures – Georgia

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Georgia Department of Education state homeless coordinator. The Liaison may assist the Complainant in contacting the Department.

Address the complaint to the following address:

- Program Consultant, Homeless Education Program, Georgia Department of Education, 1866 Twin Towers East, 205 Jesse Hill, Jr. Drive, SE, Atlanta, Georgia 30334.

Appeal Procedures – Indiana

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Indiana Department of Education (IDOE). Complaints made under this process must be in writing and signed by the Complainant.

If the complaint involves enrollment or school placement of homeless children, address the complaint to the following address:

- State Board Liaison; Indiana Department of Education; Room 299, State House; Indianapolis, Indiana 46204.

If the complaint involves comparable services offered to homeless children, address the complaint to the following address:

- Director of the Division of Educational Options; Indiana Department of Education; Room 299, State House; Indianapolis, Indiana 46204.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The IDOE will issue a letter of acknowledgement to the Complainant and the Liaison containing the IDOE's commitment to issue a resolution in the form of a *Letter of Findings*.

An IDOE complaint investigator will review all relevant information and issue the *Letter of Findings* to the Complainant.

If the complaint involves enrollment or school placement, a hearing shall be held with each interested party given at least 10 days notice of the hearing. Any interested party may appear at the hearing in person or by counsel, present evidence, cross-examine witnesses, and present in writing or orally summary statements of position. The Indiana State Board of Education or a hearing examiner may conduct the hearing at any place in Indiana.

The determination of the IDOE or Indiana State Board of Education as a result of the proceedings described above is final and binding on the parties to the proceedings.

Appeal Procedures – Louisiana

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting the local (EBR) Liaison for assistance with the appeal process. In the event the dispute is not resolved at the (EBR) Liaison level, the Complainant may contact the State Coordinator to hear an appeal of the Local (EBR) Liaison's decision.

Address the complaint to the following address:

- State Coordinator – Homeless Education, Louisiana Department of Education, Office of School & Community Support, P.O. Box 94064, Baton Rouge, Louisiana 70804.

The DOE will acknowledge receipt of the complaint in writing to the Complainant and provide written resolution of the complaint within 60 days of the date the DOE receives the complaint. The decision will include the Complainant's right to request the Secretary of the U.S. Department of Education to review the final decision of the DOE, at the Secretary's discretion.

Appeal Procedures – Michigan

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Michigan Department of Education. Complaints made under this process must be in writing and signed by the Complainant.

Address the complaint to the following address:

- State Homeless Coordinator, Office of Field Services, Michigan Department of Education, P.O. Box 30008, Lansing, MI 48909.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The State Homeless Coordinator will gather needed information from statements of the parties involved and will forward the information to the Director of the Office of Field Services along with a recommendation of resolution or for further investigation.

Within 30 days after receiving a complaint, the Director of the Office of Field Services will recommend a resolution and will inform interested parties in writing of the decision.

If a Complainant or one of the parties involved in the complaint disagrees with the decision, that party may, within 10 working days, appeal to the Deputy Superintendent. This appeal must be in writing and state why the party disagrees with the decision of the Director of the Office of Field Services.

Within 30 days after receiving an appeal, the Deputy Superintendent will render a final administrative decision and notify the Complainant and the school in writing.

If the party disagrees with the decision of the Deputy Superintendent, the party may request a review of the decision by the United States Secretary of Education in accordance with 34 CFR Part 299.11.

Appeal Procedures – North Carolina

If the dispute is not resolved at the school level, the Complainant may direct the complaint, orally or written, to the North Carolina Department of Public Instruction.

Address the complaint to the following address:

- State Homeless Coordinator, Homeless Education & Rural Education Achievement Program Consultant, Compensatory Education, NC Department of Public Instruction, 6351 Mail Service Center, Raleigh, NC 27699-6351.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The Liaison will provide the State Homeless Coordinator with any information that the State Homeless Coordinator requests regarding the issues presented in the appeal.

The State Homeless Coordinator will provide the school and the Complainant the opportunity to respond to any decision made and to provide any additional evidence the Complainant deems relevant.

Within 10 school days following receipt of the appeal, the State Coordinator shall issue a final written decision to the school and the Complainant .

Appeal Procedures – New York

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting the Commissioner, completing the New York Form Petition (Exhibit 6.7), and providing copies of the form and supporting documentation at no cost to the Complainant.

The Liaison will provide the Complainant an acknowledgement of receipt of the Form Petition and will transmit the Form Petition and related documents on behalf of the Complainant to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234 within five days of receipt.

If a stay request is made on the Form Petition and the Commissioner grants a stay order, the Homeless Child may continue attending the school until the Commissioner issues an appeal decision. If the Commissioner denies the stay request, the Homeless Child can be asked by the principal to leave the school immediately.

If the Commissioner sustains the appeal of the Complainant, the Homeless Child can continue attending the school. However, if the Commissioner dismisses the appeal, the Homeless Child can be asked by the principal to leave the school immediately.

Appeal Procedures – Ohio

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Ohio Department of Education. Complaints made under this process must be in writing and signed by the Complainant.

Address the complaint to the following address:

- Homeless Education Coordinator, Ohio Department of Education, 25 S. Front Street, Mail Stop 404, Columbus, Ohio 43215.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The Homeless Education Coordinator will recommend a decision to the Complainant and the Liaison. If unresolved, the Complainant may file a final appeal to the State Superintendent of Public Instruction for review and disposition.

Appeal Procedures – Wisconsin

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the State Superintendent of Public Instruction, in accordance with the Wisconsin Department of Public Instruction Complaint Resolution and Appeals Process, Chapter PI 1.

Address the complaint to the following address:

- State Superintendent of Public Instruction, P.O. Box 7841, Madison, WI, 53707-7841.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

6. EXHIBITS

6.1 [AtSchool Homeless Procedures](#)

6.2 [Student Residency Questionnaire](#)

6.3 [Louisiana Residency Questionnaire](#)

6.4 [New York STAC-202 Form](#)

6.5 [Complaint Resolution Initiation Form](#)

6.6 [Colorado Dispute Report Form](#)

6.7 [New York Form Petition](#)

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Excel Charter Academy

2012-13 School Year

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

* July 23-26 NHA-U, Grand Rapids, MI

* July 27, Principal Meeting

* July 29th-August 3rd NTO, Grand Rapids, MI

27th-29th Staff PD; 28th Evening Parent Orientation

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3rd Labor Day; 4th First Day of School

October						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

3rd Count Day

*22nd-24th NTO, Grand Rapids, MI

31st End of 1st Qtr

November						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1st-2nd Staff PD

15th PT Conferences 5-8:30pm

19th PT Conf 5-8:30pm; 22nd-23rd Tgiving Break

26th School Resumes

December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

24th - Jan 4th Holiday Break

January						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1st New Years Day

7th School Resumes

18th End of 2nd Qtr

21st MLK Jr Day; Staff PD

February						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

*4th-6th NTO, Grand Rapids, MI

13th Count Day: 15th Afternoon Staff PD

18th Mid Winter Break

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22nd End of 3rd Qtr

25th & 27th PT Conf 5-8:30pm

29th - April 5th Spring Break

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

March 29th - April 5th Spring Break

8th School Resumes

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

27th Memorial Day

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

7th Last Day of School, Staff PD; End of 4th Qtr

10th Staff PD

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4th Independence Day



Students Do Not Report/ Staff Report All Day

Students Report Half Day/ Staff Report All Day

Students/ Staff Do Not Report

Board Approved: 3/13/12

Last Update: 2/27/2012

176 School Days

8:10 - 3:20 School Hours

8:10 - 11:20 (half)

Teaching Master Schedule for Middle school and Specials teachers (2011-2012)

Teacher name	Period 1 8:10-9:10	Period 2 9:10-9:55	Period 3 9:55-10:40	Period 4 10:40-11:25	Period 5a 11:25-12:15	Period 5b 12:15-1:00	Period 6 1:00-1:45	Period 7 1:45-2:30	Period 8 2:30-3:20
Hoffman	Math 7c	Math 7c	Planning	Math 7a	Math 7a	Lunch	Algebra	Algebra	Academic Coaching (MWF)& Math Enrichment (TTH)
Lautenbach	English 7b	English 7b	Computer/Greek Mythology	English 7c	English 7c	Lunch	English 7a	English 7a	Planning
Feldpausch	History 7a	History 8b	Planning	History 7b	History 8c	Lunch	History 8a	History 7c	Enrichment (MWF) & Study Skills (TTH)
Winter	Teen Leadership	Math 8c Algebra	Math 8c Algebra	Math 8a Algebra	Math 8a Algebra	Lunch	Geometry	Geometry	Planning
Shephardson	Planning	English 8a	English 8a	English 8b	English 8b	Lunch	English 8c	English 8c	Academic Coaching (MWF) & Lifeskills(TTH)
Smith	Planning	Science 7a	Science 8b	Science 8c	Science 7b	Lunch	Science 7c	Science 8a	Science Olympiad
Baragar	Para-pro	Para-pro	Para-pro	Para-pro	Lunch	Grade 5 Music	Grade 4 Music	6 th grade Choir	7/8 choir
Nunemaker	Planning	Grades K-3 Music	Grades K-3 Music	Lunch	6 th grade band	Grades K-3 Music	Grades K-3 Music	Grades K-3 music	7/8 band
Ganzevoort	Open	Open	Open	DK-6 Art	Open	DK-6 Art	DK-6 Art	DK-6 art	DK- 6 Art Advanced Art on T/TH
Ackert	8 th grade art	Dk-6 art	7 th grade Art	DK-6 Art	DK- 6 art	Open	Open	Open	Open
Sicilia	8 th grade PE	DK-6 PE	7 th grade PE	DK-6 PE	DK-6 PE	Lunch	DK-6 PE	DK-6 PE	Planning
Morrison	8 th grade Spanish	Spanish Grades 4-6	7 th grade Spanish	Spanish Grades 4-6	Planning	Lunch	Spanish Grades 4-6	Spanish Grades 4-6	Enrichment- mwf Adv. Spanish- t/th

Excel Charter Academy

2011-12 School Year

Daily Schedule of Curriculum Specials

Period	Monday A S M P	Tuesday A S M P	Wednesday A S M P	Thursday A S M P	Friday A S M P
Period 1 8:10-9:10	8 8 2a 8	8 8 F 8	8 8 2c 8	8 8 F 8	8 8 F 8
Period 2 9:10-9:55	4a 4c 4b Y5	F 4b 3b 4a	4b 4a F 4c	4c 6c 4a 4b	3b 4b 4c K2
Period 3 9:55-10:40	7 7 K2 7 K1	7 7 3a 7	7 7 K1 7 K2	7 7 5c 7	7 7 Y5 7 6(band)
Period 4 10:40-11:25	5a F 5b 5c	3c 5c F K1	3b F 3c 3a Y5	3c 5b 3a 3b	5c 5b 5a F
Period 5A 11:25-12:15	6a 6b F 6c	F F 6 F	6b 6c F 6a	F F 6 F	6c 6a F 6b
Period 5B 12:15-1:00	1a F 1b F	1b F 1c 1a	1c F 1a F	1c F 1a 1b	1a F 1b 1c
Period 6 1:00-1:45	2c F 1c F	2b 4c 2c 2a	1b F 2b K4	2c 6b 2a 2b	2a 4a 2b 2c
Period 7 1:45-2:30	3a 6a 3b 3c	K4 5a K3 5b	5b 5c Y5 5a	K3 5a K4 Y5	3a F 3c K3
Period 8 2:30-3:20 (MS Electives)	2b 7/8 7/8 7/8	7/8 7/8 7/8 F	2a 7/8 7/8 7/8	7/8 7/8 7/8 F	Y5 7/8 7/8 7/8

Key: K1&K4 McMorrow
K2&K3: den Hollander

1A: Gorter
1B: Hofstra

2A: Bratt
2B: Veldt







		1C: Wright	2C: Tornga
3A:	Cameron	4A: Hodge	5A: TBA
3B:	Gamelin	4B: Alles	5B: Swanlund
3C:	Wilson/Maioho	4C: VerMerris	5C: Troast, M.
6A:	TBA		
6B:	Burghgraef		
6C:	Still		

Specials Teachers: Art: Ganzevoort and Ackert P.E.: Sicilia
 Music: Nunemaker and Baragar Spanish: Morrison

Lunch times: Grades 1-2 from 11:10 to 11:30, Grades 3-5 from 11:35 to 11:55, Grades 6-8 from 12:15 to 12:35

Recess times: Grades 1-2 from 11:30 to 11:55, Grades 3-5 from 11:55 to 12:20, Grades 6-8 from 12:35 to 12:55

July 2012						
SU	M	TU	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				





August 2012						
SU	M	TU	W	TH	F	S
			1	2	3	4
5	9	7	8	9	10	11
12	13	14	15	16	17	18
19				23	24	25
26					31	


September 2012						
SU	M	TU	W	TH	F	S
						1
2	3		5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2012						
SU	M	TU	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2012						
SU	M	TU	W	TH	F	S
				1	2	3
4	5	6	7			10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2012						
SU	M	TU	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2013						
SU	M	TU	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21					26
27	28	29	30	31		

February 2013						
SU	M	TU	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17		19	20	21	22	23
24	25	26	27	28		

March 2013						
SU	M	TU	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27			30
31						

April 2013						
SU	M	TU	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				


May 2013						
SU	M	TU	W	TH	F	S
			1	2	3	4
5	9	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2013						
SU	M	TU	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10					15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						


School Closed / Holidays 

Half Day 

Parent/Teacher Conferences No School 

Teacher In-Service Day (no school for students) 

First and Last Day of School 

Teacher Professional Development 

Grand River Prep Daily Class Schedule

M/F	M/F	T/W/TH	T	W	TH
Times	Class	Times	Class	Class	Class
8:00-8:35	Adv				
8:40-9:35	A	8:00-9:35	A	A	C
9:40-10:35	B	9:40-11:15	B	B	D
10:40-11:35	C	11:15-11:35	Lunch	Lunch	Lunch
11:40-11:55	Lunch	11:40-1:15	C	E	E
12:00-12:55	D	1:20-2:55	D	F	F
1:00-1:55	E				
2:00-2:55	F	Tues/Thurs Tutoring	3:05-4:00		3:05-4:00
Monday Electives	3:05-4:00				

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

Schedule 7-7
Age or Grade Range of Pupils Enrolled

The Academy may enroll age-appropriate students in Kindergarten through Twelfth Grade.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**

Schedule 7-8
Description of Physical Plant

Excel is a single story prototype "F" building. The school's superstructure is post frame construction. The façade is composed of a 4' split face masonry wainscot with vinyl siding. The roof is protected by asphalt shingles. The school has a full gymnasium, playground, parking lot and recreation field. The school has classroom space to serve grades K-8 along with a Reception Office Conference Space, Music Room, Art Room, and Special Resources rooms.

Grand River Preparatory High School
650 52nd Street
Kentwood, MI 49548
616-261-1800

Grand River Preparatory High School is housed in a 60,000+/- sq. ft. facility on approximately 15 acres of land. 40,000 sq ft of the facility was constructed as a school which had been added on to and renovated several times over the past 50 years. In the fall of 2011 an addition of approximately 20,000 sq ft was added to the facility.

The site includes two soccer fields and parking lot and an agreement with the neighboring church for additional parking as needed.

Main Entrance



Gymnasium



LEASE

THIS LEASE ("**Lease**") by and between National Heritage Academies, Inc., a Michigan corporation, of 3850 Broadmoor SE, Ste. 201, Grand Rapids, Michigan 49512 ("**Landlord**"), and Excel Charter Academy, a public school academy chartered under the laws of the State of Michigan, having an address of 4201 Breton Avenue, SE, Grand Rapids, Michigan 49512 ("**Tenant**") is effective the 1st day of July 2012, (the "**Effective Date**"). For purposes of this Lease, Landlord and Tenant shall be referred to collectively as the "**Parties**."

RECITALS

A. Landlord (defined in Section 22.5), as tenant, and Charter Development, LLC, as landlord (together with its successors, assigns and successors in interest, the "**Master Landlord**") are party to that certain Master Lease Agreement effective January 1, 1999, as amended (the "**Master Lease**").

B. Landlord and Master Landlord amended the Master Lease to subject the Premises thereto and Landlord has the authority under the Master Lease to sublease the Premises to Tenant.

C. Tenant desires to sublease the Premises from Landlord, and Landlord desires to so sublease the Premises to Tenant, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth above and herein, Landlord and Tenant agree as follows:

ARTICLE 1

The Premises and Other Agreements.

1.1 Premises. Landlord hereby leases to Tenant, on the terms and conditions hereinafter set forth, the real estate located in the City of Grand Rapids, Kent County, Michigan with an address of 4201 Breton Avenue, SE, Grand Rapids, Michigan 49512 and more particularly described on Exhibit "A" attached hereto (the "**Land**"), and all improvements located on the Land (the Land and such improvements as they may exist from time to time, hereinafter referred to as the "**Premises**").

1.2 Master Lease. This Lease is subordinate and subject to the Master Lease. Landlord represents and warrants to Tenant that the terms of this Lease are not inconsistent with the terms of the Master Lease, and Tenant's compliance with the terms of this Lease will not constitute a breach of the terms of the Master Lease. Landlord hereby indemnifies Tenant against all liability, judgments, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or relating to Landlord's breach of the covenants, representations or warranties under the Master Lease.

1.3 Services Agreement.

A. In accordance with the terms and conditions of that certain “**Services Agreement**” of even or similar date herewith, by and between Landlord and Tenant, Landlord has contractually agreed to manage and operate the Premises and the school located on the Premises, and in connection with the same, Landlord is obligated to fulfill certain obligations assigned to Tenant under the terms of this Lease (the “**Services Obligations**”). In the event that Landlord fails to timely perform or fulfill one or more of the Services Obligations and said failure (a) is not otherwise excused, or subject to notice and an unexpired cure period, by the terms of the Services Agreement, and (b) is not due to the fault of Tenant, then said failure, in and of itself, shall not be deemed to be a Default by Tenant under the terms of this Lease. The foregoing sentence shall be of no further force and effect in the event of expiration or termination of the Services Agreement for any reason.

B. In the event the Services Agreement is terminated by Landlord or Tenant, as party thereto, (a) due to the default of the other party thereto, then upon the giving of notice as required by this Section, the non-defaulting party for purposes of the Services Agreement may, at its option, terminate this Lease without penalty, with the effective date of lease termination being the same as the date on which the Services Agreement terminates, (b) pursuant to any of the termination rights or options provided therein other than those arising in the event of a default or breach by the other party to the Services Agreement, then in any such event and upon the giving of notice as required by this Section, Tenant or Landlord may, at its option, terminate this Lease without penalty, with the effective date of lease termination being the same as the date on which the Services Agreement terminates. To exercise any of the termination rights or options provided in the previous sentence, the party so exercising shall notify the other party hereto of their exercise of any such lease termination right no later than thirty (30) days after the date on which the notice terminating the Services Agreement is sent.

ARTICLE 2

Term.

2.1 Initial Term and Renewals. The “**Initial Term**” of this Lease shall commence on July 1, 2012 and shall terminate effective June 30, 2013 (the “**Initial Term Expiration**”), unless sooner terminated as hereinafter set forth. Provided that (a) Tenant is not then in Default under this Lease, the Services Agreement, or the “**Charter**” (as defined in Section 13.1.E. below), and (b) this Lease, the Services Agreement and the Charter are still in full force and effect, then, unless a Notice of Non-Renewal is sent as provided below, on the Initial Term Expiration (and each anniversary thereof, during the Term of this Lease), this Lease shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions as contained herein. The “**Term**” of this Lease shall mean the Initial Term and every renewal term entered into by Landlord and Tenant. The term “**Upcoming Expiration Date**” shall mean the Initial Term Expiration, or if the Initial Term Expiration has occurred, then the upcoming anniversary of the Initial Term Expiration. If either party, in its sole discretion, does not wish for this Lease to automatically renew, then at least one hundred eighty (180) days prior to the Upcoming

Expiration Date, such party must notify the other party in writing that it does not wish the Term to be renewed (a “**Notice of Non-Renewal**”). Upon the timely delivery of a Notice of Non-Renewal, this Lease shall terminate on the Upcoming Expiration Date. If either party defaults under Article 13 of the Lease, the Term shall automatically end at the expiration of the then current one year Term and the Notice of Non-Renewal requirement shall be waived.

ARTICLE 3

Rent.

3.1 Annual Rent. Tenant hereby leases said Premises for the Term above stated and agrees to pay Landlord annual rent of Six Hundred Eighty-Nine Thousand Seven Hundred Sixty and No/100 Dollars (\$689,760.00), (“**Annual Rent**”) in twelve (12) equal monthly installments of Fifty-Seven Thousand Four Hundred Eighty and 00/100 Dollars (\$57,480.00) (each, a “**Monthly Installment**”) each payable to Landlord (or to such other “Person” (defined in Section 22.9) or agent as Landlord may specify by written notice to Tenant) in advance on the first day of each calendar month during the Term. The term “**Lease Year**” is defined to mean any twelve month period from July 1 to June 30 of the following year, during the Term. If the Term ends before the end of a Lease Year, Annual Rent shall be prorated on a daily basis and paid in advance by Tenant on the first day of the last calendar month during the Term. Annual Rent may be adjusted upon determination of final costs for acquisition and construction of the Premises.

3.2 Additional Rent. Any amounts due from Tenant to Landlord hereunder, other than Annual Rent, shall constitute “**Additional Rent**.” Additional Rent shall, unless expressly provided to the contrary in this Lease, be payable from Tenant to Landlord on the same terms that Annual Rent is payable, with the next payment of the Monthly Installment coming due hereunder. Annual Rent and Additional Rent may be referred to collectively herein as “**Rent**”.

3.3 Payments. All Rent shall be paid to Landlord at Landlord’s address as set forth in the introductory paragraph hereof, or at such other address as Landlord may designate in writing. This Lease is a triple net lease and Rent shall be paid without setoff, counterclaim, recoupment, abatement, suspension, or deduction, except as expressly provided for herein. This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease during the Term (except as otherwise expressly provided herein), nor shall Tenant be entitled to any abatement, deduction, deferment or reduction of Annual Rent hereunder (except as otherwise expressly provided herein), nor shall the obligations of Tenant under this Lease be affected by any interference with Tenant’s use of the Premises unless caused by Landlord or Master Landlord. It is the intention of the Parties hereto that the obligation of Tenant to pay Rent hereunder shall be separate and that the Rent shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

3.4 Landlord’s Right to Increase. In the event Landlord makes future economic investments (a) in capital improvements to the Premises for any of the “Approved Purposes”

(defined herein), or (b) in capital improvements (other than Approved Purposes) to the Premises, up to an amount of \$250,000.00 during any July 1 to July 30 period during the Term, or (c) in acquiring additional property for the Premises for the Approved Purposes, then in any such case, Annual Rent shall be adjusted by amendment to this Lease as of the immediately following July 1 in the Term to compensate Landlord for such additional economic investment. **“Approved Purposes”** shall mean any of the following purposes: (i) to comply with “Legal Requirements” (defined in Section 22.6); (ii) to comply with Landlord’s safety and security requirements; (iii) repairs or maintenance to, or replacement of essential building components and systems; and (iv) repairs, maintenance, replacement, or improvements necessary for Landlord to comply with its obligations under the Management Agreement and this Lease.

ARTICLE 4

Use, Occupancy and Purpose.

4.1 Permitted Uses.

A. Tenant shall use the Premises solely for operating a publicly chartered school or academy for grades kindergarten through 8th grade, and for ancillary or directly related uses.

B. Any other use of the Premises must be approved by Landlord in advance in writing.

4.2 Prohibited Uses.

A. Tenant shall not use or allow the use of the Premises for any unlawful purpose, nor shall Tenant allow the Premises to be used in violation of the Charter.

B. Tenant shall not allow the Premises to be used in violation of any public law, ordinance, rule or regulation, or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises, or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Premises or any part thereof which may in law constitute a nuisance, public or private, or which may make void or voidable, or increase premiums for, any insurance with respect thereto. Tenant shall not commit any waste, damage, or injury of or to the Premises or the fixtures or any part thereof and shall take all reasonable precautions and actions to prevent others from committing any of the foregoing.

C. Tenant covenants unto Landlord that during the Term, no part of the Premises shall be used for: the operation of any (i) private or commercial golf course, (ii) country club, (iii) massage parlor, hot tub facility, or suntan facility (iv) race track or other facility used for gambling, or (v) store the principal business of which is the sale of alcoholic beverages for consumption off premises; or the rental to others of residential property (as defined in Section 168(e)(2)(A) of the Internal Revenue Code).

D. Notwithstanding anything contained in this Lease to the contrary, in the event of a breach of any of the covenants contained in this Section 4.2, Landlord may immediately terminate this Lease by written notice to Tenant.

4.4 Educational Program. Tenant shall neither use the Premises nor allow the Premises to be used at any time during the Term in a manner that interferes with the performance of Landlord's obligations under the Services Agreement, including without limitation, the implementation and delivery of the Educational Program at the Premises. Tenant acknowledges that the terms of the preceding sentence are intended to allow Landlord to restrict access to certain portions of the Premises at certain times provided such access restriction is at all times consistent with the implementation and delivery of the Educational Program.

ARTICLE 5

Utilities.

5.1 Utility Connections; Utility Service. Landlord represents and warrants that construction of the Premises pursuant to Section 9.1 shall include provision of connections for all utility services necessary to the operation of a school at the Premises. Utility services, including without limitation gas, electricity, light, heat, water, sewage and telephone or other communication services, shall be contracted for and paid for by Tenant.

5.2 Disclaimers. Unless due to the gross negligence or willful misconduct of Landlord, Landlord shall not be liable for (i) any failure of water supply or electric current or any service by any utility provider or local government, or (ii) injury to persons, including death, or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Premises or from any pipes, appliances or plumbing works from the street or subsurface or from any other place. Any express or implied rights, easements or licenses for view purposes or for the passage of light and air are hereby expressly disclaimed by Tenant. Except as otherwise expressly provided in this Lease or as may be provided in the Services Agreement, Landlord shall have no obligation to provide any services to Tenant or to the Premises.

5.3 Modifications and Replacements. If the existing services are required to be modified or replaced for any reason by any utility company or authorized agency, governmental or otherwise, then Tenant shall make such modifications or replacements at Tenant's expense and shall save Landlord harmless therefrom.

ARTICLE 6

Taxes.

6.1 Payment by Tenant. Tenant shall pay all (a) taxes levied on or assessed against the Premises during the Term, (b) special assessments levied on or assessed against the Premises during the Term that become due and payable during the term of this Lease, and (c) other similar charges levied on or assessed against the Premises during the Term and that become due and

payable during the term of this Lease, except income and other taxes assessed against or by reason of Landlord's reversionary interest in or income from the Premises (the "**Taxes**"), (i) prior to the date on which any penalties, interest or late charges would apply, and to save Landlord harmless from the payment thereof, or (ii) to Landlord, in accordance with the terms of Section 6.4, provided Landlord makes the demand on Tenant required in Section 6.4. Taxes for the first and last year of the Term or any extension or renewal thereof shall be prorated on the basis of the fiscal period for which such tax is assessed.

6.2 Landlord's Option to Pay. If at any time after any tax, assessment or similar charge so charged or assessed against said Premises shall become due or payable and Tenant shall neglect or fail to pay the same, Landlord, without being obligated to do so, may pay the same at any time thereafter, and the amount of any and all such payments so made by Landlord shall be and is hereby declared to be payable as Additional Rent with the next Monthly Installment due hereunder.

6.3 Payment at End of Term. At the termination of this Lease by lapse of time or otherwise, all Taxes payable by Tenant under the provisions of this Article 6 shall be paid by Tenant to Landlord.

6.4 Monthly Installments. Upon demand of Landlord, (i) Tenant shall pay as Additional Rent, in addition to each Monthly Installment due hereunder, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due, all such taxes, assessments and other charges, and (ii) Tenant will deliver and pay over to Landlord such additional sums as are necessary to make up any deficiency in the amount necessary to enable Landlord to fully pay such taxes, assessments and other charges. Any such tax payments from Tenant may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. If Landlord receives tax payments from Tenant in accordance with this Section, then Landlord shall pay the full amount of taxes, assessments and other charges when due to the appropriate taxing authorities. In the event Tenant's tax payments under this Section are in any way insufficient to pay the full amount of taxes, assessments and other charges when due to the appropriate taxing authorities, then Tenant shall pay to Landlord, as Additional Rent, any shortfall within thirty (30) days of receiving a demand therefor from Landlord.

6.5 Non-Real Property Taxes. In the event that the City, County, State, or any other political subdivision that has taxing authority over the Premises shall, during the Term, impose upon Landlord any tax or other governmental charge in lieu of all or any part of the Taxes (a "**Non-Real Property Tax**"), such Non-Real Property Tax shall, for purposes of this Section, be treated as if it were included in the Taxes. Landlord agrees to furnish to Tenant upon request a separate accounting and supporting documentation of each Non-Real Property Tax.

6.6 Receipts. Upon demand of Landlord within ninety (90) days after the date all or any part of the Taxes are payable by Tenant, Tenant shall provide to Landlord official receipts of the appropriate taxing authority or other proof satisfactory to Landlord of the payment of such Taxes.

ARTICLE 7

Insurance.

7.1 Tenant will cause to be maintained policies of fire and extended coverage insurance on all buildings, structures, fixtures and improvements now or hereafter situated on the Premises and all other property leased hereunder in their full replacement cost. Such policies shall have no greater than eighty (80%) percent co-insurance provision and shall contain the standard "agreed amount" clause for evaluating replacement cost. Such policies shall name Tenant, Landlord, other parties designated by Landlord and the "first mortgagee" (defined in Section 22.3) as their interests may appear as insureds and such insurance shall be carried by an insurance company or companies approved by Landlord and the first mortgagee. Tenant shall make available to Landlord on request copies of said policies. Notwithstanding the aforesaid, in no event shall the manner, forms, companies, sums or length of terms be less than that required by the first mortgagee according to the terms and provisions of the "first mortgage" (defined in Section 22.2).

7.2 Each such policy shall include: (i) a standard mortgagee clause in favor of the first mortgagee; (ii) a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage; (iii) a provision that the policy shall not be changed or canceled without at least thirty (30) days' prior written notice to Landlord and the first mortgagee; and (iv) a provision that any forfeiture of the policy due to an act of Tenant shall not affect the validity insofar as Landlord or the first mortgagee are concerned.

7.3 From time to time as required by Landlord or the first mortgagee, Tenant at its expense, shall obtain from an engineer or appraiser, in the regular employ of the insurer, or an appraiser, engineer, architect or contractor designated by Tenant and approved by Landlord and the insurer, such evidence as may be required by such insurer to maintain the "agreed amount" clause eliminating the possibility of any co-insurance penalty.

7.4 If Tenant shall refuse or fail to so insure and keep insured the Premises and keep such policies in Landlord's and first mortgagee's possession, Landlord may at its election procure and from time to time renew such insurance, and the amounts expended therefore shall be Additional Rent due from Tenant with the next installment of Rent accruing hereunder and may be collected in the same manner as though Rent due hereunder.

7.5 Upon demand from Landlord, Tenant shall pay in advance as Additional Rent, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due all insurance premiums on all policies of insurance required or allowed to be carried by Tenant hereunder. Such Additional Rent may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. Upon demand by Landlord, Tenant will pay Landlord, as Additional Rent, such additional sums as are necessary to make any deficiency in the amount necessary to enable Landlord to fully pay such premiums.

7.6 Landlord shall have no liability for damage to or loss of personal property located upon the Premises, unless and to the extent caused by Landlord.

ARTICLE 8

Casualty; Restoration.

8.1 If the Premises are damaged by fire or other casualty (a "**Casualty**"), Tenant shall give immediate written notice thereof to Landlord and the first mortgagee ("**Tenant's Casualty Notice**"). Landlord shall, within 60 days after receipt of Tenant's Casualty Notice, deliver to Tenant a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty ("**Restoration**").

If the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 210 days after the commencement of repairs (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

If a Casualty occurs and (1) Landlord estimates that the damage cannot be repaired within the Repair Period, (2) regardless of the extent of damage, (a) the damage occurs during the last twelve (12) months of the Term or (b) the damage is not fully covered by Tenant's insurance policies or any insurance Landlord may carry on the Premises or (c) Landlord makes a good faith determination that restoring the damage would be uneconomical, or (3) Landlord is required to pay any insurance proceeds arising out of the Casualty to a first mortgagee, then, in any such case, Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any improvements, alterations or betterments made by Tenant within the Premises (which shall be promptly repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Project, and Landlord's and Tenant's obligations to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord and Tenant respectively for the Casualty in question. If this Lease is terminated under the provisions of this Article 8, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

8.2 Rent insurance proceeds, if payable, shall be applied by Tenant to the payment of, when and as due and payable, the installments of Rent and other payments due under this Lease until Restoration has been completed or until the Lease is terminated pursuant to any of the terms hereof. The balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

8.3 During any period of Restoration, Rent shall abate in proportion to the portion of the Premises that cannot be used for school purposes in Tenant's reasonable determination.

ARTICLE 9

Care of Premises.

9.1 Landlord shall cause the school building on the Premises to be constructed and maintained in a good and workmanlike manner, and in compliance with all Legal Requirements. Tenant will accept the possession of the Premises and keep the Premises in good condition and repair, and will yield and deliver the same to Landlord at the expiration or termination of the Lease in as good a condition as when taken, reasonable use and wear thereof, and damages thereto by Landlord or its agents or invitees, excepted. Tenant shall also maintain all portions of the Premises and adjoining areas in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions, except for those attributable to Landlord's use or action. Tenant may not make any repairs, alterations, additions, changes or improvements to the Premises, except as described above in Section 5.3, without the written consent of Landlord. All repairs, alterations, changes or improvements shall be completed and maintained by Tenant in good workmanlike condition, free and clear of all liens and encumbrances arising out of such work.

9.2 Without limiting the rights granted to Landlord under Article 4 of this Lease, Landlord shall have the right to enter upon the Premises for the purpose of making any repairs thereto and performing any work thereon which may be necessary by reason of Tenant's failure to make any such repairs or perform any such maintenance work as provided herein. Except in case of emergency, the privilege and right of entry shall be exercised at reasonable times and at reasonable hours. Tenant shall pay the cost of any such repairs and maintenance work to Landlord, upon demand therefor and upon submission of satisfactory evidence of Landlord's payment of such costs which sums shall constitute Additional Rent.

ARTICLE 10

Liability.

10.1 Tenant agrees to save Landlord and the first mortgagee harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises which arise out of (i) gross negligence or willful misconduct of Tenant, or (ii) any noncompliance or breach by Tenant of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Lease. Tenant agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of Landlord, Tenant and the first

mortgagee as their interests may appear, in amount not less than One Million Dollars (\$1,000,000) to keep such insurance in force during the Term hereof, and to deliver certificates of such coverage to Landlord at least annually. In the event Tenant defaults as to any such obligations, Landlord may obtain such insurance and charge the cost thereof to Tenant as Additional Rent, payable with the monthly installment next coming due.

10.2 Landlord agrees to save Tenant harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises to the extent caused by willful misconduct or negligence by Landlord. Landlord agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of Landlord and Tenant as their interests may appear, in amount not less than One Million Dollars (\$1,000,000) to keep such insurance in force during the Term hereof, and to deliver certificates of such coverage to Tenant; Landlord agrees to furnish to Tenant upon request certificates of insurance evidencing such insurance.

10.3 Each party hereto, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any and all rights and claims for recovery against the other party, and its officers, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance. Notwithstanding the foregoing, this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant.

ARTICLE 11

Compliance.

11.1 During the Term, Tenant shall assure compliance with all Legal Requirements relating to Tenant, the conduct of Tenant's business or pertaining to or otherwise affecting the use of the Premises; and Tenant shall reimburse Landlord for any damages or penalties suffered because of any such noncompliance. Landlord hereby represents that as of the Effective Date, the Premises is in compliance with all Legal Requirements; and Landlord shall reimburse Tenant for any damages or penalties suffered because of any such noncompliance.

ARTICLE 12

Assignment and Subletting.

12.1 Tenant shall not assign, transfer, sublet or otherwise allow the use by another Person of the Premises or any part thereof or any interest hereunder without first obtaining the written consent of Landlord, which may be withheld by Landlord for any reason. Landlord may, in its sole discretion, assign, transfer, pledge and convey its rights, title and interests in the Premises and/or this Lease, without the consent of or notice to Tenant; provided, however, the

terms and conditions of this Lease as set forth herein as of the execution date of this Lease shall have not been modified or amended and shall be subject to Section 23.3 hereof.

ARTICLE 13

Default.

13.1 Tenant shall be in default upon occurrence of any of the following events (any of the following, a “**Default**”):

A. Failure by Tenant to pay any portion of Rent for a period of more than ten (10) days after Tenant receives written notice of such failure to pay from Landlord (a “**Monetary Default**”); provided in no case shall Landlord be obligated to send notice of failure to pay more than twice in any twelve (12) month period.

B. Failure by Tenant to comply with any term, provision, condition or covenant of this Lease (other than a Monetary Default or as specified in Subsection F. below), if such failure is not cured by Tenant within a period of thirty (30) days after Tenant receives written notice from Landlord specifying such failure.

C. Tenant’s becoming insolvent, as that term is defined by any federal or state law or regulation (the “**Insolvency Laws**”); the appointment of a receiver or custodian for all or a substantial portion of Tenant’s property or assets; the institution of a foreclosure action upon all or a substantial portion of Tenant’s real or personal property; the filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; the filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or Tenant’s making or consenting to an assignment for the benefit of creditors or a common law composition of creditors, or if Tenant’s leasehold interest herein shall be levied on execution.

D. Termination of the Services Agreement due to default made or suffered by Tenant in any of the covenants, terms or conditions of the Services Agreement required to be kept or performed by Tenant.

E. Expiration or discontinuance for any reason of the Charter granted to Tenant by its authorizer (the “**Charter**”), other than an expiration or discontinuance which results in a new Charter effective as of termination of the existing Charter and with terms which would not, in Landlord’s opinion, substantially alter Tenant’s ability to comply with the terms of the Lease, Services Agreement, or Charter.

F. Failure by Tenant to deliver the certificate required by Section 23.2 within the time required by such Section.

13.2 Landlord's Remedies. Upon the occurrence of any Default and the lapse of any grace or cure periods without cure thereof, Landlord shall have the option to pursue any one or more of the following remedies upon notice to Tenant:

13.2.1. *Termination.* Terminate this Lease or terminate Tenant's right to possession, and in either event, accelerate all obligations of Tenant owed to Landlord under the Lease and force Tenant to immediately surrender the Premises to Landlord. Tenant agrees to pay to Landlord on demand the costs which Landlord may suffer by reason of such termination. Immediately upon any termination Landlord shall be entitled to recover from Tenant (i) all outstanding and unpaid Rent as of the date of such termination, (ii) the unamortized cost of any initial work performed according to this Lease by Landlord in anticipation of Tenant's occupancy, (iii) the amount of any Rent that was abated pursuant to this Lease, and (iv) all future Rent due for the remaining balance of the Term, which future Rent shall be discounted to present value using a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining term of the Lease as selected by Landlord.

13.2.2. *Possession.* Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be present, without terminating the Lease or being liable for prosecution or any claim for damages, and, if Landlord so elects, relet the Premises on such terms as Landlord may determine.

13.2.3. *Entry.* Enter upon the Premises without being liable for prosecution or any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations.

13.2.4. *Mitigation.* Landlord shall have a duty to mitigate damages in the event of a Tenant Default, provided, however, that Landlord shall not be obligated (a) to favor the Premises for re-letting in comparison to other real property owned or leased by Landlord in the vicinity of the Premises, (b) to discount or disregard any of the following factors regarding a potential new tenant for the Premises: term of proposed lease, proposed rent, proposed use and the creditworthiness and reputation of the proposed tenant, or (c) to spend more toward re-letting the Premises than Landlord would spend in leasing real property in the ordinary course of its business.

13.2.5. *Application of Proceeds.* Any proceeds of re-letting the Premises shall be applied to pay (i) first, all costs of Landlord incurred in connection with such re-letting (including without limitation, all costs and expenses of taking possession of the Premises, securing new tenants, including expenses for redecoration, alterations or other upfit costs), (ii) second, any indebtedness of Tenant other than Rent, (iii) third, all then-outstanding Rent due hereunder, and (iv) fourth, any future obligations of Tenant, including without limitation, Rent. Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such re-letting within ten (10) days of notice of the same from Landlord, following a re-letting. In the event Tenant pays to Landlord all accelerated sums due, any amounts applicable to Rent following the date of re-letting shall be reimbursed to Tenant as received.

13.3 No termination of this Lease pursuant to this Section or repossession of the Premises or any part thereof or of any other property leased hereunder shall relieve Tenant of its liabilities and obligations under this Lease that accrue during the Term, all of which shall survive any such termination or repossession and, if the Premises or any part thereof shall not have been relet, Tenant shall pay to Landlord as and for liquidated and agreed current damages the then present value of the Rent and other sums and charges to be paid by Tenant until what would have been the end of the Term in the absence of such termination or repossession. Landlord shall make a good faith effort to relet the Premises and alleviate Tenant of additional damages. Exercise of any remedy hereunder by Landlord shall not exclude the right to exercise any other remedy hereunder. Notwithstanding any of the foregoing obligations of Tenant stated herein to the contrary, upon termination of this Lease or Tenant's dispossession of the Premises, Tenant will automatically be relieved from and after the date of such termination or dispossession of all personal liability for the performance of any covenants or obligations on the part of Tenant contained in this Lease thereafter to be performed except for those liabilities expressly stated to have survived such termination or dispossession as stated herein.

13.4 To the extent applicable, Tenant has been made aware that Master Landlord as landlord under the Master Lease, or National Heritage Academies, Inc., as tenant under the Master Lease or an Affiliate (defined in Section 22.1) of either or any other Person that enjoys an interest in the Premises seeks the benefits offered pursuant to the U.S. Department of Treasury New Markets Tax Credit program and may pursue other federal, state or city funds, subsidies (including any city real estate tax exemptions or abatements) or loans (collectively, the "**Benefits**") in connection with the use of the Premises, and as a result of the grant of the Benefits, the Premises may be subject to certain use restrictions. Tenant shall have no responsibility and bear no liability for any claims, fees, expenses, costs or other impositions arising from or in connection with the Benefits due to the termination of this Lease or Tenant's dispossession of the Premises.

ARTICLE 14

Waiver of Breach.

14.1 No waiver by either party hereto of any breach of any of the terms of this Lease shall be deemed to be a waiver of any other or subsequent breach.

ARTICLE 15

Surrender.

15.1 Upon the expiration or earlier termination of this Lease, Tenant shall (i) surrender the Premises in broom clean, in good condition, free and clear of all lettings and occupancies, (except those previously approved by Landlord), free and clear of all liens and encumbrances, except that part of the Premises which have been taken through eminent domain, if any, after the delivery hereof, and otherwise in the same condition as Tenant received the Premises on the first day of the Initial Term, except for the following (which are allowed to remain at the Premises):

any alterations that Landlord has not required to be removed, normal wear and tear and loss by fire or other casualty losses for which insurance proceeds have been received by Landlord; (ii) surrender all keys for the Premises to Landlord and (iii) inform Landlord of all combinations on locks in the Premises. All installations, alterations, additions and improvements, including partitions which may have been installed by either Landlord or Tenant, shall remain upon the Premises and shall become Landlord's property, all without compensation, allowance or credit.

15.2 On or before the scheduled expiration of the Term, Tenant may elect to remove its personal property and any fixtures and equipment. Any of Tenant's items listed in the preceding sentence not removed at the end of the Term shall be considered abandoned, and Landlord may appropriate such items for itself, sell such items or otherwise dispose of the same in such commercially reasonable manner as Landlord deems expedient without any liability to Tenant or any parties claiming by, through or under Tenant. In the event the Term terminates for any reason on other than its scheduled expiration date, then Tenant shall have a period of time in which to re-enter the Premises to retrieve its personal property, beginning on the date the Term terminates and ending fifteen (15) days thereafter. Any damage caused to the Premises by such removal shall be repaired by Tenant no later than fifteen (15) days after the end of the Term, but no Rent shall be payable by Tenant for such period of time (and such continued use of the Premises by Tenant shall not be deemed a holdover or a renewal or as creating a periodic or other similar tenancy that might be implied by law). Tenant shall reimburse Landlord for any damage to any portion of the Premises caused by Tenant during the removal of any items contemplated for potential removal in this Section.

ARTICLE 16

Eminent Domain.

16.1 If all or any part of the Premises shall be taken by any Governmental Authority under power of eminent domain, or by private purchase in lieu thereof, all damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for the taking of or diminution in value to the leasehold or the fee of the Premises and Tenant hereby irrevocably assigns to Landlord any award or payment to which Tenant may become entitled as a result thereof, provided, however, that Tenant shall be entitled to receive from such Governmental Authority compensation for its personal property so taken.

16.2 In the event that only a part of the Premises are so taken, and the part not so taken cannot be completed as an architectural unit for the use described in Section 4.1 hereof, Tenant shall have the option to terminate this Lease by serving written notice of termination on Landlord within sixty (60) days after the taking.

16.3 If only a part of the Premises shall be so taken such that the part not so taken can be completed as an architectural unit for the use described in Section 4.1 hereof, Landlord (or at Landlord's direction, Tenant) shall, as promptly as practicable, make a complete architectural unit of the remainder of the building on the Premises (but only to the extent of the proceeds

received for such taking); and there shall be an abatement of the monthly Rent hereinabove provided for in an amount equal to the percentage of the Premises and the building so taken.

ARTICLE 17

Notices.

17.1 All notices and other communications required by this Agreement shall be in writing and sent to the Parties at the facsimile number or address set forth below. Notice may be given by: (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice; (ii) certified or registered mail, postage prepaid, return receipt requested; or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. For purposes of the foregoing, "**personal delivery**" shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof. Notices to the School shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The addresses of the Parties for the purposes aforesaid, including the address of the initial Board President, are as follows:

The School: Excel Charter Academy
Attn: President, Board of Directors
4201 Breton Avenue, SE
Grand Rapids, Michigan 49512
Telephone: (616) 281-9339
Facsimile: (616) 281-6707

WITH A COPY TO:

CS3 Charter School Consulting Services, PLLC
Attn: Candace Sorensen
1700 Tammarron Avenue, SE
Grand Rapids, Michigan 49546
Telephone: (616) 822-7754

NHA: National Heritage Academies, Inc.
Attn: Chief Financial Officer
3850 Broadmoor, S.E. Ste. 201
Grand Rapids, Michigan 49512
Telephone: (616) 222-1700
Facsimile: (616) 222-1701

WITH A COPY TO:

McShane & Bowie
Attn: John R. Grant
1100 Campau Square Plaza
99 Monroe Ave., NW
Grand Rapids, MI 49501
Telephone: (616) 732-5013
Facsimile: (616) 732-5099

ARTICLE 18

Self Help.

18.1 If Tenant shall at any time fail to make any payment or perform any act on its part to be made or performed hereunder, then Landlord without notice to Tenant, except when other notice is expressly provided for in this Lease and without waiving or releasing Tenant from the obligations of Tenant contained in this Lease, may (but shall be under no obligation to) make such payment or perform such act, and may enter upon the Premises for any such purpose, and take all such actions thereon as may be necessary therefore.

18.2 All sums to be paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act referenced in Section 18.1, together with any consequential damages Landlord may suffer by reason of the failure of Tenant to make such payment or perform such act, and counsel fees incurred by Landlord in connection therewith or in enforcing its rights hereunder, shall be paid by Tenant to Landlord on demand as Additional Rent.

18.3 Tenant agrees to hold Landlord harmless from any inconvenience or interference with Tenant's operation of its business as a result of Landlord's exercising any rights granted under Section 18.1.

ARTICLE 19

Construction Liens.

19.1 Tenant will not create nor permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof, or upon Tenant's leasehold interest therein, except such as are created by Landlord or the first mortgagee.

ARTICLE 20

Environmental Matters.

20.1 Tenant shall not use or store any Hazardous Materials (as defined in Section 20.3) on the Premises, except in compliance with Legal Requirements.

20.2 To the extent directly related to the conduct of Tenant, Tenant's use of the Premises, or the operation of its business thereon, Tenant shall defend, indemnify (limited to the maximum indemnification allowed by Legal Requirements) and hold harmless Landlord, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal or release of any Hazardous Materials by Tenant on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons thereon by reason of Tenant's action or animals on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises by reason of Tenant's action; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises by reason of Tenant's action; and/or (4) any violation of Legal Requirements based upon or in any way related to such Hazardous Materials existing on the Premises by reason of Tenant's action including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses.

To the extent directly related to the conduct of Landlord, Landlord's use of the Premises, or the operation of its business thereon, and to the extent permitted by law, Landlord shall defend, indemnify and hold harmless Tenant, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal or release of any Hazardous Materials by Landlord on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons thereon by reason of Landlord's action or animals on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises by reason of Landlord's action; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises by reason of Landlord's action; and/or (4) any violation of Legal Requirements based upon or in any way related to such Hazardous Materials existing on the Premises by reason of Landlord's action including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses.

As used herein, "**Hazardous Materials**" means and includes petroleum, petroleum products, asbestos, asbestos-containing materials, radioactive materials, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), and any other water, material or substance that is defined as hazardous or toxic under or regulated by any federal, state or local agent, law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be

amended from time to time) pertaining to environmental conditions, the environment, contamination or clean-up, including, without limitation, federal, state or local solid waste disposal rules, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, the Water Pollution Control Act, as amended, the Clean Air Act, as amended, or any other applicable federal, state or local laws, regulations, publications of Governmental Authorities, or ordinances pertaining to Hazardous Materials (collectively, “**Environmental Laws**”).

20.3 Tenant shall promptly notify Landlord as soon as it knows of or suspects that any Hazardous Materials has been released or that there is a threatened release on the Premises and it shall take such action at its sole expense and with due diligence, as is necessary to insure timely compliance with Legal Requirements unless caused by Landlord. Landlord shall promptly notify Tenant as soon as it knows or suspects any Hazardous Materials has been released or that there is a threatened release on or in the Premises and Landlord shall take such action at its sole expense and with due diligence, as is necessary to ensure timely compliance with Legal Requirements unless caused by Tenant.

20.4 The provisions of this Article 20 shall be in addition to any and all obligations and liabilities of Tenant and Landlord may have to each other under Legal Requirements, and shall survive the expiration and termination of the Lease for any reason.

ARTICLE 21

Late Charges.

21.1 In the event of any failure by Tenant to pay Rent when due, Tenant shall also pay to Landlord, as Additional Rent, a late charge of five percent (5%) of such delinquent payment.

ARTICLE 22

Certain Definitions.

22.1 The term “**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person or any of its subsidiaries. As used in this definition, the term “**control**” means (a) the power to vote five percent (5%) or more of the securities or other equity interests of a Person having ordinary voting power, or (b) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

22.2 The term “**first mortgage**” means any mortgage now existing or hereafter becoming a first and paramount lien on the Premises, subject to easements and restrictions of record, and all assignments, modifications, extensions and renewals thereof.

22.3 The term “**first mortgagee**” or “**holder of the first mortgage**” means the Person(s) who is(are) the holder(s) or beneficiary(ies) under the first mortgage from time to time.

22.4 The term “**Governmental Authority**” or “**Governmental Authorities**” means the government of the United States of America or any state or other political subdivision of either thereof, or any entity that exercises executive, legislative, regulatory, administrative, judicial, quasi-governmental or quasi-judicial functions of, or pertaining to, any such government, whether now or hereafter in existence having jurisdiction over the matter or matters in question.

22.5 The term “**Landlord**” is limited to mean and include, so far as covenants, agreements, stipulations or obligations on the part of Landlord are concerned, the tenant under the Master Lease to the Premises or its assignee, at the time in question, and in the event of any transfer or transfers of the title to such fee Landlord herein named (and, in case of any subsequent transfers or conveyances, the then grantor) will automatically be relieved from and after the date of such transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

22.6 The term “**Legal Requirements**” means (i) all present and future applicable laws, statutes, treaties, rules, orders, ordinances, codes (including, without limitation, building and life-safety codes), regulations, requirements, permits, and interpretations by, and applicable judgments, decrees, injunctions, writs and like action even if unforeseen or extraordinary of any Governmental Authority (including, without limitation, Environmental Laws (defined herein), laws and regulations pertaining to health and safety, Insolvency Laws (defined herein), the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act of 1990, and any other applicable Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct relating to barrier-free access or access of the handicapped or disabled to the Premises, and laws and regulations pertaining to the construction, restoration, use and operation of schools); and (ii) any reciprocal easement agreement, agreement, contract, instrument, restriction or similar agreement relating to the use, occupancy, possession, operation, alterations, repairs or maintenance of the Premises or otherwise affecting the Premises.

22.7 The term “**mortgage**” means any mortgage, deed of trust, deed to secure debt or other security instrument now existing as, or hereafter becoming a lien on the Premises.

22.8 The term “**mortgagee**” means the Person(s) who is(are) the holder(s) or beneficiary(ies) under any mortgage from time to time.

22.9 The term “**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

ARTICLE 23

Subordination; Estoppel Certificates.

23.1 Tenant agrees that Landlord, or any mortgagee or lessor under any applicable ground or other underlying lease, may choose to make this Lease subordinate or paramount to any mortgages or ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder or to be secured thereby, and to the interest and charges thereon, and to all renewals, replacements and extensions thereof, and that upon any taking of possession of the Premises and accession to the interest of Landlord under this Lease by such lessor or mortgagee, Tenant shall attorn to and recognize such Person as landlord hereunder; provided the mortgagee, lessor under any such ground or underlying leases, Landlord or any trustee named in any such mortgages or leases shall agree (i) to recognize the Lease of Tenant in the event of foreclosure if Tenant is not in Default and (ii) that Tenant's possession of the Premises under this Lease shall not be disturbed by such Person unless there is a Default. Tenant will execute promptly any instrument or certificate that Landlord may request to confirm such subordination.

23.2 Tenant, within ten (10) days after request by Landlord, will execute and deliver to Landlord (and any mortgagee or prospective mortgagee, or any current or prospective ground or underlying lessor, to the extent specified by Landlord) an estoppel certificate as to such reasonable facts and circumstances under this Lease as may be requested, but in any case including the following (i) identifying the commencement date and expiration date of this Lease, (ii) stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, and then stating such modifications, (iii) stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults, (iv) the amount of Monthly Installments then payable hereunder and Additional Rent, if any, as of the date of the certificate, (v) the date to which the Rent has been paid in advance, and (vi) the amount of any security deposit or pre-paid Rent. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) day period, Tenant shall be in Default without benefit of any cure period, and the proposed certificate will be conclusively deemed executed by Tenant.

23.3 Upon the receipt of a notice from Landlord, Tenant agrees to pay all such sums owing under this Lease directly to the account or party specified in such notice.

ARTICLE 24

Quiet Enjoyment.

24.1 All times when Tenant is not in Default, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any Person claiming by, through or under Landlord.

ARTICLE 25

Holding Over.

25.1 Any holdover by Tenant in the Premises beyond the expiration or termination of the Term, shall not be deemed to be a renewal or extension of this Lease or any extension thereof or the exercise of any option to extend or renew this Lease, but said holding over shall be deemed a tenancy from calendar month to calendar month at a monthly Rent equal to two hundred percent (200%) of the Monthly Installment for the last month paid under the Term. A month-to-month tenancy arising by holding over under this Section may be terminated by either Landlord or Tenant giving written notice to the other party hereto on or before the day any Monthly Installment is due with termination becoming effective on the day the next following Monthly Installment would have otherwise become due.

ARTICLE 26

Remedies Not Exclusive; Waiver.

26.1 Each and every of the rights, remedies and benefits provided by this Lease to Landlord are cumulative, and are not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

26.2 One or more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

ARTICLE 27

Right To Show Premises.

27.1 Landlord may show the Premises and may display about the Premises signs advertising the availability of the Premises at any time during the Term of this Lease.

ARTICLE 28

Landlord's Liability.

28.1 If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment (subject to any prior mortgages and ground or underlying leases) and

levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord, and Landlord shall not be personally liable for any deficiency.

ARTICLE 29

General.

30.1 References in this Lease to Persons have been generalized for ease of reading. Therefore, references to a single Person will also mean more than one Person whenever such usage is appropriate (for example, “**Tenant**” may include, if appropriate, a group of Persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of any gender should be considered inter-changeable with pronouns of other genders. If a party consists of more than one Person, such Persons shall be jointly and severally liable for the obligations of such party under this Lease.

30.2 Any waiver or waivers by either party of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by either such party with respect to any act, neglect or default by the other party will not waive or make unnecessary the other party’s consent or approval with respect to any later similar act, neglect or default by such other party.

30.3 In the event any provision contained herein shall be held to be invalid or unlawful for any reason, such provision shall be deemed to be stricken from this Lease, with the understanding that the remaining provisions hereof shall continue to be binding on the Parties.

30.4 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any sections, paragraphs or clauses.

30.5 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

30.6 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of each of Landlord and Tenant.

30.7 The laws of the state in which the Premises are located will control in the construction and enforcement of this Lease, without regard to any laws or policies of such state regarding conflicts of law.

30.8 Time is of the essence of all terms and conditions of this Lease.

30.9 Landlord and Tenant each represent and warrant to the other that neither of them has contacted a broker, finder or similar Person in connection with this Lease, and each party shall defend, indemnify and hold the other harmless from and against all liability, cost and


expense, including reasonable attorneys' fees, incurred as a consequence of any claim asserted by a Person alleging to have dealt with one of the Parties hereto in connection with this Lease.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

National Heritage Academies, Inc.,
a Michigan corporation

By: 
Paul Witte

Its: _____
Sr. Director of Legal and Compliance

TENANT:

Excel Charter Academy
a Michigan public school academy

By: 

Its: Board President

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

That part of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Section 21, Town 6 North, Range 11 West, City of Grand Rapids, Kent County, Michigan, described as: Commencing at the Northeast corner of said Southeast $\frac{1}{4}$; thence South 89 degrees 58 minutes 00 seconds West 50.0 feet along the North line of said Southeast $\frac{1}{4}$; thence South 01 degrees 58 minutes 00 seconds East 290.85 feet along the West right-of-way line of Breton Avenue (100 feet wide) to the Point of Beginning; thence South 01 degrees 58 minutes 00 seconds East 740.0 feet along said right-of-way; thence North 59 degrees 53 minutes 41 seconds West 363.32 feet; thence North 80 degrees 51 minutes 55 seconds West 204.31 feet; thence North 45 degrees 09 minutes 32 seconds West 149.25 feet; thence North 57 degrees 21 minutes 49 seconds West 309.37 feet; thence North 36 degrees 04 minutes 15 seconds West 121.24 feet (the last five calls being along the Northerly line of Villas at East Castle); thence North 53 degrees 44 minutes 12 seconds East 101.00 feet; thence North 45 degrees 42 minutes 43 seconds East 121.59 feet; thence North 89 degrees 14 minutes 04 seconds East 759.96 feet to the Point of Beginning.

LEASE

THIS LEASE entered into the 15 day of July, to be effective July 1, 2008 by and between AMERICAN DREAM NETWORK, LLC, a Michigan limited liability corporation, of 3755 36th Street, Ste. 250, Grand Rapids, Michigan 49512 ("**Landlord**"), and EXCEL CHARTER ACADEMY, a public school academy chartered under the laws of the State of Michigan, having an address of 624 52nd Street, S.E., Kentwood, Michigan 49548 ("**Tenant**").

RECITALS

A. Landlord, as a tenant, and 52nd Street School Property, LLC, as landlord, entered into a lease of the Premises as defined in Section 1.1, pursuant to a Lease effective June 30, 2008 (the "**Master Lease**"), as amended.

B. Tenant desires to sublease the Premises from Landlord on the terms set forth in this Lease, and to use the Premises for its high school program operating under the name "Grand River Preparatory High School".

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Lease, Landlord and Tenant agree as follows:

ARTICLE 1

Premises.

1.1 Landlord hereby leases to the Tenant, on the terms and conditions hereinafter set forth, the real estate located in the City of Kentwood, Kent County, Michigan, described on Exhibit "A" attached hereto, and all improvements located thereon (hereinafter referred to as the "**Premises**"). This Lease is subordinate to the Master Lease. Tenant covenants that it shall do nothing to cause a breach or default on the part of Landlord under the terms of the Master Lease. Tenant shall indemnify Landlord against all liability, judgments, costs, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or relating to Tenant's breach of the foregoing provision.

1.2 Landlord acknowledges and agrees that in the event of Landlord's default under the terms of the Master Lease and the assignment or transfer of the Landlord's interest in this Lease to the landlord under the Master Lease (the "**Master Landlord**"), Tenant shall not be in default under this Lease solely by reason of assignment of this Lease to Master Landlord. Upon notice of assignment of this Lease to Master Landlord, Tenant will recognize Master Landlord as its landlord under this Lease and pay all rent and other charges under this Lease to Master Landlord; provided, Master Landlord will not be liable to Tenant under this Lease for any period prior to the assignment. Landlord releases Tenant from any liability for the payment of rent and other charges under this Lease directly to Master Landlord pursuant to an assignment of this Lease to Master Landlord under the terms of the Master Lease. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by the Master

Landlord unless Tenant breaches any of the provisions of this Lease and Tenant's right to possession is lawfully terminated.

1.3 In accordance with the terms and conditions of the "**Management Agreement**" of even or similar date hereto entered into by and between Landlord and Tenant, Landlord has contractually agreed to manage and operate the Premises and the charter academy that operates on the Premises, and Landlord is contractually obligated by the terms of the Management Agreement to fulfill certain obligations that are the obligations of the Academy under the terms of this Lease (the "**Obligations**"). In the event that the Landlord fails to timely perform or fulfill the Obligations and said failure is not otherwise excused by the terms of the Management Agreement, nor is Landlord's failure due to the fault of the Academy, then said failure shall not be deemed to be a default by Tenant under the terms of this Lease. This provision shall automatically lapse upon termination for any reason, including expiration without a renewal, of the Management Agreement.

ARTICLE 2

Term.

2.1 The term of this Lease shall commence on July 1, 2008 and shall terminate effective June 30, 2009, unless sooner terminated as hereinafter set forth.

ARTICLE 3

Rental.

3.1 The Tenant hereby hires said Premises for the term above stated and agrees to pay Landlord annual rent of Four Hundred Eighty Thousand No/100 Dollars (\$480,000.00), in equal monthly installments of Forty Thousand and No/100 Dollars (\$40,000.00) each, and a proportionate part of said annual rental for any partial year, such installments to be payable in advance on the first day of each month. The rental amount and monthly installments shall be adjusted, with consent of the parties, upon determination of final costs for acquisition and construction of the Premises.

3.2 All rent shall be paid to the Landlord at Landlord's address as set forth above, or at such other address as the Landlord may designate in writing.

3.3 This is a net lease and the annual rent and all other sums payable hereunder by Tenant shall be paid without setoff, counterclaim, recoupment, abatement, suspension, or deduction, except as expressly provided for herein.

3.4 This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease during the term hereof (except as otherwise expressly provided herein), nor shall Tenant be entitled to any abatement, deduction, deferment or reduction of rent hereunder (except as otherwise expressly provided herein), nor shall the obligations of Tenant under this Lease be

affected by any interference with the Tenant's use of the premises. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and that the annual rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

3.5 **Capital Improvements.** In the event Landlord makes capital improvements to the Premises, or acquires additional property for the benefit or use of Tenant, then the rent paid by Tenant shall be promptly adjusted to compensate Landlord for its additional economic investment.

ARTICLE 4

Use, Occupancy And Purpose

4.1 Tenant shall use the Premises solely for operating a public school and uses incidental thereto. Tenant shall not use or allow the use of the Premises for any unlawful purpose, nor shall Tenant allow the Premises to be used in violation of any public ordinance, rule or regulation, or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises, or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Premises or any part thereof which may in law constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

4.2 Tenant shall not commit any waste, damage, or injury of or to the Premises or the fixtures or any part thereof and shall take all reasonable precautions and actions to prevent others from committing any of the foregoing.

4.3 A. For purposes of this Section 4.3, the "**Reserved Periods**" means:

(i) the period between the regular school session for one year (e.g. 2008-09 school year) and the subsequent regular school session for the next school year (e.g. 2009-10 school year) which is approximately June 15 to August 15 of each year; and

(ii) the approximate week-long period in which school is not in session in the spring semester of each school year; and

(iii) the period in which school is not in session over Christmas and New Year's holidays.

B. Landlord reserves the use of the Premises during the Reserved Periods except to the extent (i) Tenant is required to use the Premises pursuant to an educational law, requirement or standard of the State of Michigan; or (ii) Tenant has obtained the prior written consent of Landlord for the use of the Premises by Tenant during the Reserved Periods.

C. Tenant shall reimburse Landlord for its actual use of the Premises during the Reserved Periods pursuant to the attached use fee schedule or, if none attached, use fees as determined from time to time by the mutual agreement of Landlord and Tenant.

ARTICLE 5

Utilities/Services

5.1 Charges for utilities, including without limitation gas, electricity, light, heat, water, sewage and telephone or other communication services, shall be paid by Tenant as they are incurred.

5.2 Tenant shall have the right to use the utility services which are presently existing on the Premises. Landlord shall not be required to furnish any service to the Premises, including but not limited to heat, water and power. The Landlord shall not be liable for any failure of water supply or electric current or any service by any utility, for injury to persons, including death, or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Premises or from any pipes, appliances or plumbing works from the street or subsurface or from any other place, or for interference with light or other easements, however caused, except if due to the affirmative negligence of the Landlord.

5.3 If the existing services are required to be modified or replaced for any reason by any utility company or authorized agency, governmental or otherwise, then Tenant shall comply with the same at its own cost and shall save Landlord harmless therefrom.

5.4 Except as otherwise expressly provided in this Lease, Landlord shall have no obligation to provide any services to Tenant with respect to the Premises

ARTICLE 6

Taxes

6.1 The Tenant agrees to pay prior to the penalty date all taxes and special assessments and other similar charges (except income and other taxes assessed against or by reason of Landlord's reversionary interest in or income from the Premises) which shall be levied on or assessed against the Premises during the term, and to save the Landlord harmless from the payment thereof. Taxes for the first and last year of the term or any extension or renewal thereof shall be prorated on the basis of the fiscal period for which such tax is assessed. Notwithstanding the foregoing, Tenant shall be liable for and pay, or reimburse Landlord in full by December 1, 2008, the full amount of real estate taxes and assessments billed and due after June 1, 2008. Tenant may in good faith and at its own expense contest the imposition and collection of any tax or assessment, in the Landlord's name, if necessary, and during the period of such contest Tenant shall not be deemed to be in default hereunder for failure to pay such contested amount.

6.2 If at any time after any tax, assessment or similar charge so charged or assessed against said Premises shall become due or payable and Tenant shall neglect or fail to pay the

same, Landlord may pay the same at any time thereafter, and the amount of any and all such payments so made by Landlord shall be and is hereby declared to be so much additional and further rent for Premises due from and payable by Tenant, with the next installment of rent due thereunder.

6.3 At the termination of this Lease by lapse of time or otherwise, all taxes due and payable by Tenant under the provisions of this Article 6 shall be paid by Tenant including any unpaid installments of special assessments levied during the term of this Lease.

6.4 Upon demand of Landlord, Tenant shall pay in addition to each monthly payment of rent to be paid hereunder, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due, all such taxes, assessments and other charges. Such additional payments may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. Upon demand by Landlord, Tenant will deliver and pay over to Landlord such additional sums as are necessary to make up any deficiency in the amount necessary to enable Landlord to fully pay such taxes, assessments and other charges.

6.5 In the event that the City, County, State, or any other political subdivision within which the premises are located shall, prior to or during the term of this Lease, impose upon the Landlord any tax or other governmental charge ("**non-real property tax**") in lieu of all or any part of the taxes which, prior to such imposition, were assessed or levied against the building and/or the land upon which the building is located ("**real property taxes**"), such non-real property tax shall, for purposes of this paragraph, be treated as if it were a real property tax.

6.6 Upon demand of Landlord within ninety (90) days after the date any tax, charge, assessment or imposition referred to in this Article 6 is payable by Tenant, Tenant shall provide to Landlord official receipts of the appropriate taxing authority or other proof satisfactory to Landlord of the payment of such tax, charge, assessment, or imposition.

ARTICLE 7

Fire Insurance And Destruction Of Building

7.1 Tenant will cause to be maintained policies of fire and extended coverage insurance on all buildings, structures, fixtures and improvements now or hereafter situated on the Premises and all other property leased hereunder in their full replacement cost. Such policies shall have no greater than eighty (80%) percent co-insurance provision and shall contain the standard "agreed amount" clause for evaluating replacement cost. Such policies shall name Tenant, Landlord, other parties designated by Landlord and the first mortgagee as their interests may appear as insureds and such insurance shall be carried by an insurance company or companies approved by Landlord and the first mortgagee. Duplicate original copies of said policies shall be delivered to Landlord and the first mortgagee. Notwithstanding the aforesaid, in no event shall the manner, forms, companies, sums or length of terms be less than that required by the first mortgagee according to the terms and provisions of said first mortgage.

7.2 Each such policy shall include: (i) a standard mortgage clause in favor of the first mortgagee; (ii) a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage; (iii) a provision that the policy shall not be changed or canceled without at least thirty (30) days' prior written notice to the Landlord and the first mortgagee; and (iv) a provision that any forfeiture of the policy due to an act of the Tenant shall not affect the validity insofar as the Landlord or the first mortgagee are concerned.

7.3 From time to time as required by Landlord or the first mortgagee, Tenant at its expense, shall obtain from an engineer or appraiser, in the regular employ of the insurer, or an appraiser, engineer, architect or contractor designated by Tenant and approved by Landlord and the insurer, such evidence as may be required by such insurer to maintain the agreed amount clause eliminating the possibility of any co-insurance penalty.

7.4 If Tenant shall refuse or fail to so insure and keep insured said buildings, structures and improvements and all other property leased hereunder and to keep such policies in Landlord's and first mortgagee's possession, Landlord may at its election procure and from time to time renew such insurance, and the amounts expended therefore shall be additional rent due from Tenant with the next installment of rent accruing hereunder and may be collected in the same manner as though rent due hereunder.

7.5 Upon demand of Landlord, Tenant shall pay in advance, in addition to each monthly payment of rent to be paid hereunder, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due all insurance premiums on all policies of insurance required hereunder. Such additional payments may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. Upon demand by Landlord, Tenant will deliver and pay over to Landlord such additional sums as are necessary to make any deficiency in the amount necessary to enable Landlord to fully pay such premiums.

7.5 Landlord shall have no liability for damage to or loss of personal property located upon the Premises, unless and to the extent caused by Landlord.

ARTICLE 8

Restoration

8.1 In case of any damage to or destruction of the Premises or any part thereof, or to any other property hereunder, Tenant shall give immediate written notice thereof to Landlord and the first mortgagee. Landlord, at its sole option, may by written notice to Tenant terminate this Lease if: (i) the cost to repair or replace such damage or destruction exceeds Fifty Thousand and No/00 Dollars (\$50,000.00) and will take one hundred twenty (120) days or more to repair, or (ii) the damage or destruction occurs in the last six (6) week of the term of this Lease, or (iii) the time to repair or replace such damage or destruction will take longer than the remaining balance of the term of this Lease. If Landlord does not terminate this Lease as provided in the preceding

sentence, then Landlord shall (or at Landlord's option, Tenant shall) at Tenant's expense, repair, restore, or rebuild the Premises or the part thereof so damaged, as nearly as possible to the value, condition and character the same was in immediately prior to such damage or destruction, (such repair, restoration, rebuilding, together with any temporary repairs and property protecting pending completion of the work being herein called "**restoration**") all in accordance with plans and specifications first approved by Landlord, unless Landlord shall have waived its right of approval in writing; subject, to all municipal, state and federal laws, codes, rules, regulations, ordinances and approvals pertaining to the construction, restoration, use and operation of schools (provided Tenant will use reasonable efforts to comply with such laws, ordinances, codes, rules, regulations and to obtain such approvals). Tenant's obligation to repair, restore or replace the damage shall be limited to the amount of insurance proceeds available to Tenant. If the restoration costs exceed the available insurance proceeds, the excess costs may be paid by Landlord, at its sole option, in which event the excess costs paid by Landlord shall, at Landlord's option, be factored into the rent provided for in Section 3.1 of this Lease.

8.2 Rent insurance proceeds, if payable, shall be applied to the payment of, when and as due and payable, the installments of rent and other payments due under this Lease until restoration has been completed or the Lease terminated if Landlord elects to terminate as provided in Section 8.1. The balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

8.3 If by reason of any damage or destruction mentioned in Section 8.1, any sums are to be paid under any insurance policy mentioned in Article 7 hereof, then after receiving the first mortgagee's prior written approval, and provided Landlord has not elected to terminate pursuant to Section 8.1 and there is no default by Tenant hereunder at such time, such sum shall be paid over to the Master Landlord under the Master Lease or the first mortgagee or to the Landlord as a Depository, which shall hold the same as a trust fund to be used for the payment of the cost of restoration except as hereinafter provided; if there shall then be a default by Tenant hereunder the first mortgagee may, at its option, apply such sums to the payment of the debt secured by the first mortgage. Upon receipt by the Depository, at its option, of:

8.3.1 A certificate of Tenant dated not more than thirty (30) days prior to the date of such receipt (a) requesting the payment of a specified amount of such money; (b) describing in reasonable detail the work and materials applied to the restoration since the date of the last certificate of Tenant; (c) stating that such specified amount does not exceed the cost of such work and material; (d) stating that such work and materials have not previously been made the basis of any request for or any withdrawal of money, and

8.3.2 A certificate of an independent engineer or independent architect designated by Tenant, who shall be approved by Landlord (which approval shall not be unreasonably withheld) stating (a) that the work and materials described in the accompanying certificate of Tenant were satisfactorily performed and furnished and were necessary, appropriate and desirable to the restoration in accordance with the plans and specifications therefor approved by Landlord, unless Landlord shall have waived its right of approval in writing; (b) that the

amount specified in such certificate of Tenant is not in excess of the cost of such work and materials; (c) the additional amount, if any, required to complete the restoration, and

8.3.3 Evidence satisfactory to the first mortgagee, if any, and Landlord, from time to time that the cost of the work and materials required to complete the restoration can be paid from the insurance proceeds held by the Depository, provided that if such cost cannot so be paid, before any disbursement or any further disbursement there shall be deposited with Depository a sum which together with the insurance proceeds will be sufficient to pay for the cost of restoration, and

8.3.4 Either (a) a written opinion of counsel satisfactory to Landlord and first mortgagee, or (b) the certification of a title company satisfactory to Landlord and first mortgagee, in either case that as of a date not more than two (2) days prior to the date of payment described below there exists no filed or recorded lien, encumbrance or charge prior to or on a parody with the estate, rights and interest of Landlord (except for the first mortgage and permitted exceptions); that the Premises are not subject to any filed or recorded construction or other similar lien, encumbrance or charge, and that the fixtures and equipment are not subject to any title retention agreement, security agreement, lien or other encumbrance except those permitted herein, and

8.3.5 The Master Landlord under the Master Lease and the first mortgagee's prior written consent to make the payments in the manner and sums as provided for herein;

Then, the Depository shall pay either to the Tenant or through a disbursing agent or title company to the contractors performing such restoration, ninety (90%) percent of the amount of such insurance monies specified in such certificate of Tenant, provided that the balance of funds then held by the Depository will be sufficient for the completion of the restoration as determined by the certificate required by Paragraph 8.3.2.

8.4 The ten (10%) percent retainage will not be disbursed until the restoration has been completed as certified by the architect and all appropriate governmental authorities. Any balance of insurance proceeds after the completion of restoration, as evidenced by a certificate of such independent engineer or independent architect shall be paid to Landlord to the extent necessary to cure any existing Lease default, with the balance to Tenant. Concurrently with Tenant's delivery of each of the foregoing certificates and legal opinions, Tenant shall deliver duplicate copies thereof to Landlord if it is not the Depository. Upon written request by it, Landlord shall be notified by the Depository of each such amount so paid to Tenant and the date of each such payment.

8.5 Except as otherwise expressly provided herein, no destruction of or damage to the Premises or any part thereof, whether such damage or destruction be partial or total or otherwise, shall entitle or permit Tenant to surrender or terminate this Lease nor relieve Tenant from its liability to pay in full the rent and other sums and charges payable by Tenant hereunder or from any of its other obligations under this Lease. Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to surrender this Lease or quit or surrender the Premises

or any part thereof or to receive any suspension, diminution, abatement or reduction of the rent or other sums and charges payable by Tenant hereunder on account of any such destruction or damage except that to the extent to which the Landlord shall have received and retained a sum as proceeds of any rent insurance pursuant to paragraph 8.2 hereof, Tenant shall be entitled to a credit therefor against its obligations under this Lease to pay the rent and such other sums and charges.

ARTICLE 9

Care of Premises

9.1 The Tenant will keep the Premises and all other property leased hereunder in good condition and repair, and will yield and deliver up the same at the expiration of the term in as good a condition as when taken, reasonable use and wear thereof excepted. Tenant shall also maintain all portions of the Premises and adjoining areas in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions. The Tenant may not make any repairs, alterations, additions, changes or improvements to the Premises without the written consent of Landlord. All such repairs, alterations, changes or improvements shall be completed and maintained in good workmanlike condition, free and clear of all liens and encumbrances arising out of such work.

9.2 Landlord shall have the right to enter upon the Premises for the purpose of making any repairs thereto and performing any work thereon which may be necessary by reason of Tenant's failure to make any such repairs or perform any such maintenance work as provided herein. Except in case of emergency, the privilege and right of entry shall be exercised at reasonable times and at reasonable hours. Tenant shall pay the cost of any such repairs and maintenance work to Landlord, upon demand therefor and upon submission of satisfactory evidence of Landlord's payment of such costs which sums shall be deemed additional rent hereunder.

ARTICLE 10

Liability

10.1 Tenant agrees to save Landlord and the first mortgagee harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises from any cause whatsoever. Tenant agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of the Landlord, Tenant and the first mortgagee as their interests may appear, in amount not less than One Million (\$1,000,000) Dollars to keep such insurance in force during the term hereof, and to deliver certificates of such coverage to the Landlord; in default of which the Landlord may obtain such insurance and charge the cost thereof to the Tenant as additional rent which shall be payable with the next month's installment of rent hereunder. Tenant agrees to furnish to Landlord certificates of insurance evidencing such insurance.

10.2 Each party hereto, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any and all rights and claims for recovery against the other party, and its officers, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance. Notwithstanding the foregoing, this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant.

ARTICLE 11

Compliance With Statutes

11.1 Tenant agrees that it will comply with all statutes, police, sanitary, building, and fire rules, regulations, and instructions, and municipal ordinances, relating to or affecting the use of the Premises; and agrees to reimburse Landlord for any damages or penalties suffered because of Tenant's noncompliance with any such rules, regulations, instructions, ordinances, or statutes.

11.2 Tenant agrees that it will comply with and keep the Premises in compliance with the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act of 1990, and any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct relating to barrier-free access or access of the handicapped or disabled to the Premises (collectively, "Access Laws"). The Tenant hereby indemnifies the Landlord and agrees to hold the Landlord harmless from and against all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Landlord for violations or alleged violations of the Access Laws relating the Premises.

ARTICLE 12

Assignment And Sub-Letting

12.1 Tenant shall not assign, transfer or sub-let the Premises or any part thereof or any interest hereunder without first obtaining the written consent of the Landlord.

ARTICLE 13

Default

13.1 Tenant shall be in default upon occurrence of any of the following events:

A. Failure by Tenant in the payment of any rent or other charge provided for herein on the day it becomes due and payable.

B. Failure by Tenant or suffered by Tenant of any of the other covenants or conditions of this Lease required to be kept or performed by Tenant (other than payment of rent or other charges required by the terms of the Lease).

C. Tenant's becoming insolvent, as that term is defined by any federal or state law or regulation (the "**Insolvency Laws**"); the appointment of a receiver or custodian for all or a substantial portion of Tenant's property or assets; the institution of a foreclosure action upon all or a substantial portion of Tenant's real or personal property; the filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; the filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors, or if the Tenant's leasehold interest herein shall be levied on execution (collectively an "**Event of Bankruptcy**").

D. Termination of Tenant's Management Contract due to default made or suffered by Tenant in any of the covenants, terms or conditions of the Management Contract required to be kept or performed by Tenant.

E. Expiration or discontinuance for any reason of the Charter Contract granted to Tenant by its authorizer (the "**Charter**"), other than an expiration or discontinuance which results in a new Charter effective as of termination of the existing Charter and with terms which would not, in Landlord's opinion, substantially alter Tenant's ability to comply with the terms of the Lease or Management Contract.

13.2 In the event of default, Landlord may in addition to any other remedy, re-enter into and repossess the Premises and all other property leased hereunder and remove the Tenant and every other occupant, and may relet the Premises or any part thereof for any term, either shorter, longer, or the same, at a higher, lower, or the same rental, making such alterations as may be necessary, without working a termination of this lease, provided, however, that Landlord at its option may in any of such events, terminate this lease effective on the date specified in written notice from Landlord to Tenant.

13.3 If the Landlord shall, on any such default by the Tenant, obtain possession of the Premises by re-entry, summary proceedings, or otherwise, the Tenant shall pay to Landlord all expenses incurred in obtaining possession of the Premises, all expenses and commissions which may be paid in and about the letting of the same, and all other damages resulting from Tenant's default.

13.4 No termination of this Lease pursuant to this section or repossession of the Premises or any part thereof or of any other property leased hereunder shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession and, if the Premises or any part thereof shall not have been relet, Tenant shall pay to Landlord as and for liquidated and agreed current damages the then present value of the rent and

other sums and charges to be paid by Tenant until what would have been the end of the term in the absence of such termination or repossession. If the Premises shall have been relet, Tenant shall pay the Landlord, as and for liquidated and agreed current damages for Tenant's default, the present value of the equivalent of the amount of the rent and such other sums and other charges as would be payable under this Lease by Tenant if this Lease were still in effect, less the present value of the net proceeds, if any, of the reletting effected pursuant to the provisions hereof, after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of such reletting. Exercise of any remedy hereunder by Landlord shall not exclude the right to exercise any other remedy hereunder.

ARTICLE 14

Waiver of Breach

14.1 No waiver by either party hereto of any breach of any of the terms of this Lease shall be deemed to be a waiver of any other or subsequent breach.

ARTICLE 15

Surrender

15.1 Upon the termination of this Lease, Tenant shall quit and surrender the Premises and all property leased hereunder, broom clean, to Landlord without delay and in good order, condition and repair, ordinary wear and tear excepted, free and clear of all lettings and occupancies, (except those previously approved by Landlord), and free and clear of all liens and encumbrances, except that part of the Premises which have been taken through eminent domain, if any, after the delivery hereof, without any payment therefor by Landlord. Any personal property owned by Tenant or other occupant of the property (except that of subtenants previously approved by Landlord), which shall remain on the Premises after the termination of this Lease, and the removal of Tenant or such other occupant from the Premises, may at the option of Landlord, be deemed to have been abandoned and may be disposed of without accountability, as Landlord may see fit, without prejudice to the rights of any such other occupant as against the Tenant.

ARTICLE 16

Eminent Domain

16.1 If all or any part of the Premises shall be taken by any governmental authority under power of eminent domain, or by private purchase in lieu thereof, all damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for the taking of or diminution in value to the leasehold or the fee of the Premises and Tenant hereby irrevocably assigns to Landlord any award or payment to which Tenant may become entitled as a result thereof, provided, however, that the Tenant shall be

entitled to receive from such governmental authority compensation for its fixtures and personal property so taken.

16.2 In the event that only a part of the Premises are so taken, and the part not so taken cannot be completed as an architectural unit for the use described in paragraph 4.1 hereof, Tenant shall have the option to terminate this lease by serving written notice of termination on the Landlord within sixty (60) days after the taking.

16.3 If only a part of the Premises shall be so taken such that the part not so taken can be completed as an architectural unit for the use described in paragraph 4.1 hereof, the Tenant shall, as promptly as practicable, make a complete architectural unit of the remainder of the building on the Premises; and there shall be an abatement of the monthly rent hereinabove provided for in an amount equal to the percentage of the building so taken.

ARTICLE 17

Notices

17.1 All notices and communications required under this lease shall be served personally or by registered or certified mail on the Landlord and on Tenant at the address indicated on page 1 hereof, or at such other address as may be designated in writing to the other party hereto by notice in accordance with this paragraph.

ARTICLE 18

Curing Of Tenant's Defaults

18.1 If Tenant shall at any time fail to make any payment or perform any act on its part to be made or performed hereunder, then Landlord without notice to Tenant, except when other notice is expressly provided for in this Lease and without waiving or releasing Tenant from the obligations of Tenant contained in this Lease, may (but shall be under no obligation to) make such payment or perform such act, and may enter upon the Premises for any such purpose, and take all such actions thereon as may be necessary therefor.

18.2 All sums to be paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with any consequential damages Landlord may suffer by reason of the failure of Tenant to make such payment or perform such act, and counsel fees incurred by Landlord in connection therewith or in enforcing its rights hereunder, shall be paid by Tenant to Landlord on demand as additional rent hereunder.

18.3 Tenant agrees to hold Landlord harmless from any inconvenience or interference with Tenant's operation of its business as a result of Landlord having to cure a default of Tenant hereunder.

ARTICLE 19

Construction Liens

19.1 Tenant will not create nor permit to be created, or to remain and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof, or upon Tenant's leasehold interest therein, except such as are created by Landlord or the first mortgagee.

ARTICLE 20

Environmental Matters

20.1 Tenant shall not use or store any Hazardous Materials (as defined in Paragraph 20.3) on the Premises, except in compliance with all applicable federal, state and local laws and ordinances.

20.2 To the extent directly related to the conduct of Tenant, Tenant's use of the Premises, or the operation of its business thereon, Tenant shall defend, indemnify and hold harmless Landlord, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal or release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises; and/or (4) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials existing on the Premises including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses. For purposes of this Lease, "**Hazardous Materials**" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Leaking Underground Storage Tank Act (MCLA Section 299.831 et seq.); and in the regulations adopted and publications promulgated pursuant to those Acts, or any other federal, state or local governmental law, ordinance, rule, or regulation.

20.3 Tenant shall promptly notify Landlord as soon as it knows of or suspects that any Hazardous Material has been released or that there is a threatened release on the Premises and it shall take such action at its sole expense and with due diligence, as is necessary to insure timely compliance with all legislative requirements. Landlord shall promptly notify Tenant as soon as its

knows or suspects any Hazardous Material has been released or that there is a threatened release on or in the Building and Landlord shall take such action at its sole expense and with due diligence, as is necessary to ensure timely compliance with all legislative requirements.

20.4 The provisions of this Article 20 shall be in addition to any and all obligations and liabilities of Tenant and Landlord may have to each other at common law, and shall survive the expiration and termination of the Lease for any reason.

ARTICLE 21

Late Charges

21.1 In the event of any failure by Tenant to pay the minimum rent or any additional rent or charge payable upon the date due hereunder, Tenant shall also pay to Landlord, on demand, a late charge of five percent (5%) of such payment.

ARTICLE 22

First Mortgage And First Mortgagee

22.1 The term "**first mortgage**" as used herein shall mean any first mortgage hereafter becoming a first and paramount lien on the Premises, subject to easements, and restrictions of record, and all assignments, modifications, extensions and renewals thereof.

22.2 The term "**first mortgagee**" or "**holder of the first mortgage**" shall mean the holder at the particular time of the first mortgage as defined herein.

ARTICLE 23

Subordination; Estoppel Certificates

23.1 Tenant agrees that Landlord may choose to make this Lease subordinate or paramount to any mortgages, trust deeds and ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder or to be secured thereby, and to the interest and charges thereon, and all renewals, replacements and extensions thereof, provided the mortgagee, Landlord or trustee named in any such mortgages, trust deeds or leases agrees to recognize the lease of Tenant in the event of foreclosure if Tenant is not in default. Tenant will execute promptly any instrument or certificate that Landlord may request to confirm such subordination, and hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute such instrument or certificate on its behalf. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by the mortgagee or other party unless Tenant breaches any of the provisions of this Lease and Tenant's right to possession is lawfully terminated.

23.2 Tenant, within ten (10) days after request (at any time or times) by Landlord, will execute and deliver to Landlord an estoppel certificate proposed by Landlord identifying the Commencement Date and expiration date of this Lease and state that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications, and stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults. The certificate also will confirm the amount of monthly installments of net rent payable hereunder and additional rent, if any, as of the date of the certificate, the date to which the rent has been paid in advance, and the amount of any security deposit or pre-paid rent. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) day period, the occurrence of the proposed certificate will be deemed conclusively confirmed.

23.3 Upon the receipt of a notice from the Landlord, the Tenant agrees to pay all such sums owing under this Agreement directly to the account or party specified in such notice.

ARTICLE 24

Quiet Enjoyment

24.1 Landlord agrees that at all times when Tenant is not in default under the provisions and during the continuation of this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord.

ARTICLE 25

Holding Over

25.1 If Tenant remains in possession of the Premises after the expiration of this Lease, Tenant will be deemed to be occupying the Premises as a Tenant at will, subject to all the provisions of this Lease to the extent that they can be applicable to a tenancy at will, except that the minimum net rent for each month or fraction thereof that Tenant remains in possession will be double the regular monthly installments of minimum net rent otherwise payable hereunder.

ARTICLE 26

Remedies Not Exclusive; Waiver

26.1 Each and every of the rights, remedies and benefits provided by this Lease are cumulative, and are not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

26.2 One or more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or

approval will not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

ARTICLE 27

Right To Show Premises

27.1 Landlord may show the Premises and may display about the Premises signs advertising the availability of the Premises prior to termination of the Lease.

ARTICLE 28

Definition Of Landlord; Landlord's Liability

28.1 The term "**Landlord**" as used in this Lease, so far as covenants, agreements, stipulations or obligations on the part of the Landlord are concerned, is limited to mean and include only the owner or owners of fee title to the Premises or its assignee, at the time in question, and in the event of any transfer or transfers of the title to such fee the Landlord herein named (and, in case of any subsequent transfers or conveyances, the then grantor) will automatically be relieved from and after the date of such transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed.

28.2 If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord, and Landlord shall not be personally liable for any deficiency.

ARTICLE 29

Brokers

29.1 Landlord and Tenant each represent and warrant to the other that neither of them has contacted a broker, finder or similar person in connection with this Lease, and each party shall defend, indemnify and hold the other harmless from and against all liability, cost and expense, including reasonable attorneys' fees, incurred as a consequence of any claim asserted by a person alleging to have dealt with one of the parties hereto in connection with this lease.

ARTICLE 30

General

30.1 References in this Lease to persons, entities and items have been generalized for ease of reading. Therefore, references to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as Tenants-in-common). Similarly, pronouns of any gender should be considered interchangeable with pronouns of other genders.

30.2 All agreements and obligations of Tenant under this Lease are joint and several in nature. Any waiver or waivers by Landlord of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by Landlord with respect to any act, neglect or default by Tenant will not waive or make unnecessary Landlord's consent or approval with respect to any later similar act, neglect or default by Tenant.

30.3 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

30.4 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

30.5 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of Landlord and Tenant.

30.6 The laws of the State of Michigan will control in the construction and enforcement of this Lease.

30.7 Time is of the essence in all respects under this Lease.

30.8 Tenant's obligations, and right to possession, under the terms of this Lease are contingent upon Landlord's delivery of the Premises in condition suitable for occupancy as a public charter school (including fire marshal approval), execution of a charter contract between the Tenant and its authorizer, and execution of the Management Contract in a form acceptable to ADN.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

American Dream Network, LLC.
a Michigan limited liability corporation

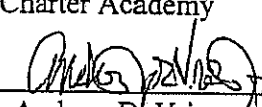
By: _____


Jason Pater
Its: Manager

TENANT:

Excel Charter Academy

By: _____


Andrew DeVries
Its: Board President

#202660 v2

EXHIBIT A
LEASE DESCRIPTION

Parcel 1 and Parcel 2 combined may also be described as:

Part of the NE 1/4, Section 31, T6N, R11W, City of Kentwood, Kent County, Michigan, described as: Commencing at the NE corner of Section 31; thence N88°30'45"W 661.42 feet along the North line of said NE 1/4 to the NW corner of Brookview Village No. 3 (Liber 94 of Plats, Pages 44-45) and the Place of Beginning of this description; thence S00°39'35"E 1321.00 feet along the West line of Brookview Village No. 3 and the East line of the W 1/2 of the NE 1/4 of said NE 1/4 to the North line of Brookview Village (Liber 92 of Plats, Pages 8-10); thence N88°36'44"W 661.28 feet along said North line to the East line of Pine Creek Estates No. 2 (Liber 68 of Plats, Page 22; thence N00°40'15"W 40.03 feet along said East line to the SE corner of Lot 55, Pine Creek Estates No. 2; thence N88°36'44"W 10.00 feet along the North line of 54th Street (80 feet wide); thence N00°40'15"W 134.98 feet to the North line of said Lot 55; thence S88°36'44"E 100.75 feet along said North line and the North line of the South 175.01 feet of the NE 1/4, NE 1/4, Section 31; thence S00°40'15"E 134.98 feet; thence S88°36'44"E 33.00 feet; thence N00°40'15"W 830.02 feet along the East line of the West 123.75 feet of the NE 1/4 of said NE 1/4; thence S89°19'45"W 14.40 feet; thence N01°40'10"E 125.00 feet; thence N89°19'45"E 9.30 feet; thence N00°40'15"W 327.00 feet along the East line of the West 123.75 feet of the NE 1/4 of said NE 1/4; thence S88°30'45"E 123.75 feet along the North line of the NE 1/4, Section 31; thence S00°40'15"E 235.00 feet along the West line of the East 115.5 feet of the West 363 feet of the NE 1/4 of said NE 1/4; thence S88°30'45"E 115.50 feet; thence S00°40'15"E 68.00 feet along the East line of the West 363.0 feet of said NE 1/4, NE 1/4; thence S88°30'45"E 182.92 feet along the South line of the North 303.0 feet of said NE 1/4; thence N00°39'20"W 303.00 feet along the East line of the West 180.0 feet of the East 957.0 feet of the NE 1/4 of the NE 1/4, Section 31; thence S88°30'45"E 115.58 feet along the North line of said NE 1/4 to the place of beginning.

Property Address:	624 52 nd Street SE, Kentwood, Michigan 49512
Permanent Parcel Nos.:	41-18-31-226-016 and 41-18-31-226-012

AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is entered into on May 12, 2009, to be effective July 1, 2009, by and between AMERICAN DREAM NETWORK, LLC, a Michigan limited liability company, of 3755 36th Street, SE, Ste. 250, Grand Rapids, Michigan 49512 ("Landlord") and EXCEL CHARTER ACADEMY d/b/a GRAND RIVER PREPARATORY HIGH SCHOOL, a public school academy, chartered under the laws of the State of Michigan, having an address of 624 52nd Street, SE, Kentwood, Michigan 49528 ("Tenant").

RECITALS

A. Landlord and Tenant entered into a real estate lease dated July 15, 2008 (the "Lease"), whereby Tenant leased real estate and improvements located at 624 52nd Street, SE, Kentwood, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term and rent.

The parties agree as follows:

1. Term. Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2009 and shall terminate on June 30, 2010, unless sooner terminated as provided in the Lease.

2. Rental.

3.1 The Tenant hereby hires said Premises for the term above stated and agrees to pay Landlord annual rent of Five Hundred Twenty-Eight Thousand and No/100 (\$528,000.00) Dollars, in equal monthly installments of Forty-Four Thousand and No/100 (\$44,000.00) Dollars each, and a proportionate part of said annual rental for any partial year, such installments to be payable in advance on the first day of each month. The rental amount and monthly installments shall be adjusted, with consent of the parties, upon determination of final costs for capital improvements of the Premises.

3. Effect. All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

LANDLORD:

AMERICAN DREAM NETWORK, LLC.
a Michigan limited liability company

By: 

TENANT:

EXCEL CHARTER ACADEMY d/b/a
GRAND RIVER PREPARATORY
HIGH SCHOOL

By: 

SECOND AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is entered into on May 11, 2010, to be effective July 1, 2010, by and between PREP NET, LLC f/k/a American Dream Network, LLC, a Michigan corporation, having an address of 3755 36th Street, Ste. 250, Grand Rapids, Michigan 49512 ("Landlord") and EXCEL CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 624 52nd Street, SE, Kentwood, Michigan 49528 ("Tenant").

RECITALS

A. Landlord and Tenant entered into a real estate lease dated July 15, 2008, as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 624 52nd Street, SE, Kentwood, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term and rent.

The parties agree as follows:

1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2010 and shall terminate on June 30, 2011, unless sooner terminated as provided in the Lease.

2. **Rental.** Paragraph 3.1 of the Lease is hereby deleted in its entirety and replaced as follows:

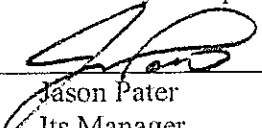
3.1 The Tenant hereby hires said Premises for the term above stated and agrees to pay Landlord annual rental of Six Hundred Forty Thousand and No/100 Dollars (\$640,000.00), in equal monthly installments of Fifty-Three Thousand Three Hundred Thirty-Three and No/100 Dollars (\$53,333.00) each in advance on the first day of each month. The rental amount and monthly installment shall be adjusted, with consent of the parties, upon determination of the final costs for capital improvements to the Premises.

3. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

LANDLORD:

PREP NET LLC, a Michigan
Limited Liability Company

By: _____


Jason Pater
Its Manager

TENANT:

EXCEL CHARTER ACADEMY

By: _____


Its Board President

THIRD AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is effective July 1, 2011 and is entered into by and between PREPNET, LLC f/k/a American Dream Network, LLC, a Michigan limited liability company ("**Landlord**") and EXCEL CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into a real estate lease dated July 15, 2008 (the "**Lease**"), whereby Tenant leased real estate and improvements from Landlord.

B. Tenant and Landlord now desire to amend the Lease upon the following terms and conditions.

The parties agree as follows:

1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The "**Initial Term**" of this Lease shall commence on July 1, 2011 and shall terminate effective June 30, 2012 (the "**Initial Term Expiration**"), unless sooner terminated as hereinafter set forth. Provided that (a) Tenant is not then in Default under this Lease, the Management Agreement, or the "**Charter**" (as defined in Section 13.1.E. below), and (b) this Lease, the Management Agreement and the Charter are still in full force and effect, then, unless a Notice of Non-Renewal is sent as provided below, this Lease shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions as contained herein. The "**Term**" of this Lease shall mean the Initial Term and every renewal term entered into by Landlord and Tenant. The term "**Upcoming Expiration Date**" shall mean the Initial Term Expiration, or if the Initial Term Expiration has occurred, then the upcoming anniversary of the Initial Term Expiration. If either party, in its sole discretion, does not wish for this Lease to automatically renew, then at least one hundred eighty (180) days prior to the Upcoming Expiration Date, such party must notify the other party in writing that it does not wish the Term to be renewed (a "**Notice of Non-Renewal**"). Upon the timely delivery of a Notice of Non-Renewal, this Lease shall terminate on the Upcoming Expiration Date. The parties acknowledge that the Tenant's authorizer, as part of any reauthorization or renewal, may require that the Tenant submit an amended or restated Lease for review by its authorizer. The parties further acknowledge and agree that any changes to this Lease other than length of Term will be documented through an amendment to this Lease signed by both parties and subject to the prior review of the Tenant's authorizer.

2. **Rental.** Paragraph 3.1 of the Lease is hereby deleted in its entirety and replaced as follows:


3.1 The Tenant hereby leases said Premises for the term above stated and agrees to pay Landlord annual rental of Nine Hundred Ten Thousand and No/100 Dollars (\$910,000.00), in equal monthly installments of Seventy-Five Thousand Eight Hundred Thirty-Three and 33/100 Dollars (\$75,833.33) each in advance on the first day of each month.

2. **Survival.** Except as expressly set forth above, all of the remaining terms and conditions of the Lease shall continue in full force and effect.

LANDLORD:

PREPNET, LLC
a Michigan Limited Liability Company

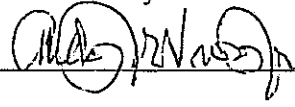
By: _____


Jason Pater
Its: Manager

TENANT:

EXCEL CHARTER ACADEMY
a public school academy

By: _____


Its: Board President

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

**Michigan Department of Labor & Economic Growth
Bureau of Construction Codes/Building Division**

**P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B025195
Excel Charter Academy
4201 Breton Avenue
Grand Rapids, Michigan
Kent County**

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



**Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division**

August 15, 2007

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

**Michigan Department of Labor & Economic Growth
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B026959
Excel Charter Academy a/k/a
Grand River Preparatory High School
624 52nd Street SE
Kentwood, Michigan
Kent County**

The above named building of Use Group E and Construction Type 3B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



**Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division**

September 22, 2008

FIRST AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is effective July 1, 2013 and is entered into by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation ("**Landlord**"), and EXCEL CHARTER ACADEMY, a public school academy chartered under the laws of the State of Michigan ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into a real estate lease dated July 1, 2012 (the "**Lease**"), whereby Tenant leased real estate and improvements from Landlord.

B. Tenant and Landlord now desire to amend the Lease upon the following terms and conditions.


The parties agree as follows:

1. **Rent.** The annual and monthly rental payments within Article 3.1 of the Lease are hereby amended to provide that the annual rent shall be Seven Hundred Sixty-Five Thousand One Hundred Twenty and No/100 Dollars (\$765,120.00), in equal monthly installments of Sixty-Three Thousand Seven Hundred Sixty and No/100 Dollars (\$63,760.00) each, in advance on the first day of each month.

2. **Survival.** Except as expressly set forth above, all of the remaining terms and conditions of the Lease shall continue in full force and effect.

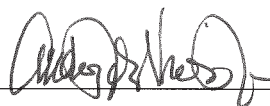
LANDLORD:

NATIONAL HERITAGE ACADEMIES,
INC., a Michigan corporation

By: 
Susan Beans
Its: Interim Chief Financial Officer

TENANT:

EXCEL CHARTER ACADEMY, a public
school academy chartered under the laws of the
State of Michigan

By: 
Its: Board President

AMENDMENT TO CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY

BETWEEN

EXCEL CHARTER ACADEMY
(A PUBLIC SCHOOL ACADEMY)
AND

GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

In accordance with Section 9.1 of the Terms and Conditions of the Contract ("Contract") dated July 1, 2012, issued by the GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES ("University Board") to EXCEL CHARTER ACADEMY ("Academy"), the parties agree to the following:

1. The following Contract Schedule is amended:
 - a. Amend Schedule 7-3, Staff Responsibilities, by adding the language attached under TAB A to the end of the Schedule.

The undersigned have read, understand and agree to comply with and be bound by the terms of and the conditions set forth in this Amendment to the Contract.

EXCEL CHARTER ACADEMY

By: _____

Andy DeVries

Its: Board President

Date: _____

9/10/13

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: _____

Timothy H. Wood, Ph.D.

Its: Authorized Designee

Date: _____

10-8-13

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.